

**U.S. General Services Administration**  
**Standard Tender of Service**  
**(GSA STOS)**

May 28, 2012

**THIS EDITION CANCELS THE PREVIOUS EDITION**



## Getting Started

The General Services Administration's (GSA) Standard Tender of Service (STOS) provides the baseline rules for performing general freight services for Federal agencies. As a Transportation Service Provider (TSP) qualified to participate in providing domestic or international freight transportation services, you need to understand and carefully follow the contents of this document.

This STOS is divided into ten (10) Sections with four (4) Appendices. It follows a logical sequence from an Overview, to how to apply and qualify as a TSP, how to file rates and the performance requirements for freight TSPs. We recommend that you use the document online as much as possible because, in the online version, you can search for what you need. The online version allows you to jump from the Table of Contents to a specific topic, and you can view key related documents by simply clicking on the links.

TSPs use this STOS in conjunction with the [GSA 200](#), [GSA 1000-D](#) and the [Request for Offers \(RFO\)](#).

- The GSA 200, GSA Uniform Rules Tariff, provides rules and baseline charges for accessorial services.
- The GSA 1000-D, GSA Baseline Rates Publication, contains baseline rates and minimum charges for the movement of agency freight shipments.
- The General Request for Offers (RFO) is the solicitation document that GSA issues to qualified TSPs to provide rate filing instructions for the upcoming rate filing cycle. It amends and updates this STOS with specialized requirements provided by some Federal agencies or eligible user.
- Specialized RFOs address requirements that are specific to only one Federal agency or eligible user and will be issued as necessary.
- One Time Only RFOs request a rate for a single shipment or a group of shipments that are very similar to each other; One Time Only RFOs are issued as needed.

These documents, along with the [Federal Management Regulation \(41 CFR § 102-117 and 102-118\)](#) and other documents cited in this STOS comprise the rules and regulations for general freight services.

If you are new to the job, you will need to read all of these documents and understand how they fit together to make up all the rules and regulations governing Federal Government freight shipments. It will take some time and study to understand all of the content of these documents. You may always contact the GSA Program Management Office with concerns and

questions. Contact information can be found in this document and under Freight Management in the [GSA Freight Library](#).

# U.S. General Services Administration

## Standard Tender of Service

### (GSA STOS)

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# 1 Overview

## 1.1 *Scope of the Standard Tender of Service (STOS)*

### General

This Standard Tender of Service (STOS) provides the terms and conditions for freight all kinds (FAK) transportation and related services, for domestic and international shipments, moved by truck, rail, air, water or a combination of these modes. It applies to all tenders of service filed with Federal agencies and other eligible organizations, as defined in Section 1.4 of this document, that use either the general rates or agency/organization specific rates solicited by the General Services Administration.

This STOS consists of the current versions of the following documents:

- The GSA Standard Tender of Service (GSA STOS) (this document)
- [The GSA Uniform Rules Tariff No. 200](#) (GSA No. 200)
- [The GSA Baseline Rate Publication No. 1000-D](#) (GSA No. 1000-D)

This STOS is published and managed by the General Services Administration. Always check the [GSA Portal](#) for the most up-to-date versions of this and all freight-related documents and current points of contact. You may contact GSA at:

General Services Administration  
Federal Acquisition Service  
Freight Transportation Management Program  
Toll Free Phone: (855) 425-FTMP (3867)  
Email: [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov)  
Website: <http://www.gsa.gov/portal/category/21192>

In the remainder of this STOS, the GSA Freight Transportation Management Program Office may also be referred to as the GSA Freight PMO.

This STOS is not to be construed, in any way, as the setting of rates or charges by GSA. TSPs must independently establish their own levels of rates and charges. TSPs submit their rates in response to the [Request for Offers \(RFOs\)](#), their rate filing instructions, and One Time Only (OTO) solicitations when they are issued.

Shipments that the Federal government or other eligible user elects to move in Government vehicles, and freight, subject to specific agency/organization programs or contracts, are excluded from the terms and conditions of this STOS.

## **Use by and for the Government**

For all transportation acquired under the terms and conditions of this STOS, the Government is either the consignor or the consignee (see Definitions Appendix A), and the total charges paid to the TSP by the consignor or consignee are for the benefit of the Government.

## **Use of the Term Transportation Service Provider**

The term Transportation Service Provider (TSP) is used throughout this STOS to refer to any party, person, agent or carrier that (a) provides freight transportation and related services to an authorized agency or other eligible user, and (b) has been approved by the GSA Freight Transportation Program Management Office to participate in this traffic. For the purpose of this STOS, TSPs include:

- Motor Carriers
- Air Carriers
- Rail Carriers
- Ocean Carriers
- Brokers
- Freight forwarders, and
- Other TSPs, for example logistics companies and shippers agents

## **Description of Freight All Kinds**

Shipments under this STOS involve a variety of commodities used by Federal agencies and other eligible organizations that are generally described as freight all kinds (FAK). Please refer to the GSA library for current RFOs that define and amplify FAK for various agency and other eligible user's needs. For the purposes of this STOS, FAK consists of those commodities that a TSP offers to transport at one inclusive rate or charge regardless of their classification in any other rating system, or differing transportation characteristics. TSPs filing FAK rates may not restrict the application of such rates by imposing any further commodity, density, or classification exclusions.

The following items and commodities will **not** be included as FAK

- Narcotics and dangerous drugs
- Explosives, Class 1, Divisions 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6
- Radioactive materials requiring a hazardous material label
- Etiologic agents, hazardous waste, or corpses
- Uncrated used household goods or personal effects
- Currency (coins, paper money)
- Postage stamps or stamped envelopes

TSPs should note that some agencies may require shipping some of the excluded commodities under FAK rates solicited for their special purposes. In these cases, GSA will issue a special [Request for Offer \(RFO\)](#). TSPs should carefully review these RFOs for changes to the definition of FAK and respond accordingly.

### **TSP Responsibilities**

TSPs responsibilities are defined in this STOS, the [GSA Uniform Rules Tariff No. 200](#) and the General and Agency/User Specific [Request for Offers](#). TSP's participating in the GSA Freight Transportation Management Program are expected to be familiar with these documents as they contain the terms, conditions, and procedures to be used when moving Government freight.

### **Lawful Performance, Operating Authority, and Insurance**

TSPs will:

- Accept all terms and conditions of this STOS;
- Perform all services in accordance with applicable Federal, State, and local laws and regulations;
- Possess the appropriate, current operating authority to perform the freight shipments tendered to them and will produce evidence of that authority upon demand;
- Maintain minimum cargo insurance in the amount of \$150,000;
- Maintain public liability insurance as required by Federal, State, and local regulatory agencies; and
- Maintain specific liability insurance for transporting hazardous cargo, if a TSP is transporting such material.

### **TSP Liability**

Notwithstanding any provision of [41 CFR § Part 102-117](#) and [Part 102-118](#), cargo transported under provisions of this STOS will be valued at full value not to exceed \$100,000 unless otherwise stated on the document that constitutes the contract of carriage. This is generally the Bill of Lading (BOL).

Full value is stated in U.S. dollars and is considered the actual value of the cargo for reimbursement purposes. In order to ensure that full value protection is provided to Government shipments, the shipping organization must provide proof of the actual value of the shipment.

To avoid risk to the Government if a loss and damage claim becomes necessary, shipping agencies/organizations must also accurately describe the cargo on the document that constitutes the contract of carriage. The shipper must describe property in enough detail for the TSP to determine the type of equipment or any special precautions necessary to move the shipment. Details might include weight, volume, measurements, routing, hazardous cargo, or special handling designations ([41 CFR § 102-117.125](#))

### **Hazardous Material Authority**

To carry hazardous materials a TSP must be qualified to carry hazardous materials and follow the procedures for shipping hazardous materials as defined in [49 CFR § 171 thru 49 CFR § 180](#). TSPs are responsible for obtaining and maintaining all necessary licenses and permits to transport any hazardous materials tendered to them. Consult the [GSA Uniform Rules Tariff No. 200](#) for information specific to carrying hazardous material in the mode or modes they service.

## ***1.2 Acceptance of this STOS***

The acceptance of this STOS is a prerequisite for any party, person, agent or carrier desiring to be considered for the transportation of property shipped by any Federal agency or other eligible user that is authorized to use GSA rates Section 1.4, below.

The conditions of this STOS are in addition to all service provisions of any applicable tender or tariff (including the [GSA Uniform Rules Tariff No. 200](#)) under which a shipment may be routed, except where these conditions may be in conflict with applicable Federal, State, and local laws and regulations. If a conflict exists between the provisions of this STOS and the provisions named in the [GSA Uniform Rules Tariff No. 200](#), the provisions of this STOS will apply.

## ***1.3 Responsibility of the TSP***

Any reference to TSPs in this STOS, unless otherwise stated, applies to any firm holding itself out for the movement of freight that possesses the proper authorities, licenses, and insurance to conduct business as a freight carrier or intermediary. This includes motor carriers, brokers licensed to transport general commodity freight, freight forwarders, rail carriers, air carriers, ocean carriers, shipper's agents, and other transportation intermediaries.

TSPs will have successfully completed the approval process conducted by the GSA Freight Transportation Program Management Office as defined in Part I, Sections 2-6 below.

Shipments of freight are tendered to a TSP. That TSP is responsible for the actions of all parties, persons, agents or carriers performing services associated with a Government freight shipment tendered to that TSP. The terms and conditions of this STOS are binding on that TSP and all parties, persons, agents or carriers performing services associated with a Government freight

shipment tendered to that TSP. In this regard, brokers, forwarders, and other intermediaries have a particular responsibility to ensure that freight shipments tendered to them are properly handled throughout the shipment life-cycle.

## ***1.4 Participation in this STOS***

### **Eligible Federal Agencies and Other Eligible Organizations**

Federal agencies and other organizations approved by GSA that are eligible to use freight transportation procured by GSA are listed in Appendices A, B, and C of the GSA Order titled: "Eligibility to Use GSA Sources of Supply" ([ADM 4800.2G](#)). Eligible agencies and other eligible organizations should contact the GSA Freight PMO for guidance on how to use rates governed by this STOS.

### **Cost-Reimbursable Contractors**

Under GSA Order ADM 4800.2G, paragraph 7 d (1), cost reimbursable contractors and subcontractors may use tenders under this STOS on behalf of the Federal agencies they serve. The GSA Freight PMO may allow cost-reimbursable contractors to use these tenders only after the Federal agency with which the contractor has privity of contract has made a written determination that the contractor is eligible to use government tenders for freight transportation. This determination must be made in accordance with the Federal Acquisition Regulation (FAR) Part 51 (FAR 51.102).

The Federal agency must provide a copy of this determination to the Freight PMO along with a written request for the contractor to participate in the Freight Management Program. The Freight PMO will then work with the contractor to become an authorized user of Freight Transportation Management Program.

The contractor will be responsible for providing a copy of their authorization to a TSP the first time they are selected to move the shipment. Bills of Lading issued by the contractor shall contain the following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your tender under the GSA STOS, the latter will govern.

Contractors that receive authorization to use GSA tenders will follow best practices for government transportation management as laid out in Subchapter D, Part 102-117 of the Federal Management Regulation.

## **Right to Issue RFOs**

The GSA Freight PMO manages this STOS and all related RFOs. GSA issues RFOs under this STOS for authorized users. These RFOs include the General RFO, specialized RFOs, and one-time-only solicitations. No agency or other eligible user organization is authorized to issue its own RFO and reference or plagiarize this STOS without consulting with GSA's Freight PMO. The GSA Freight PMO is the sole authority to solicit rates on behalf of the Federal agencies and other eligible organizations that elect to use the GSA freight tenders under Subchapter D, [Parts 102-117.30 and 102-117.35](#) of the Federal Management Regulation.

## **Right to Accept Rate Offers**

All authorized agencies/organizations are entitled to accept rate offers submitted by approved TSPs in response to GSA's General or agency/organization specific RFO, referencing the terms and conditions of the GSA Standard Tender of Service, the [GSA Uniform Rules Tariff No. 200](#), and the [GSA Baseline Rate Publication No. 1000-D](#).

## **Prohibited Use by TSPs**

TSPs are never authorized to reference or use any STOS language to offer or sell their transportation services to agencies or organizations.

In the event that an agency/organization or TSP violates the prohibitions, TSPs will be liable for the Industrial Funding Fee (IFF) owed to GSA (see Section 9.2 for details on the IFF) as if the shipment occurred under the provisions of this STOS. Violation of this provision will result in temporary nonuse from the program under the procedures of Section 8 of this STOS.

## ***1.5 Application of this STOS***

### **Bills of Lading (BOL)**

The GSA Freight Program uses Bills of Lading (BOL) to acquire freight transportation services. These include Commercial Bills of Lading (CBL) and Government Bills of Lading (GBL). A CBL is the document used as a receipt of goods and documentary evidence of title during transportation. The GBL is a controlled document that conveys specific terms and conditions to protect the Government's interest and serves as the contract of carriage. A GBL is used only for international shipments. When an agency/organization uses a CBL, the specific terms and conditions of a GBL are included in the rate tender under this STOS, and the Bill of Lading must specifically refer to the rate tender.

By accepting this STOS, a TSP agrees that specific terms and conditions of a GBL are included in their rate tender. Specific terms and conditions that apply to either the GBL or CBL are included

in [41 CFR § 102-117.65](#), the “[GSA Freight Transportation Handbook](#)”, and [41 CFR § 102-118.135 and 140](#).

### **Validity of Tenders**

The RFO establishes the specific period of time that a TSP’s tenders are valid. Usually, tenders under this STOS are valid for one (1) year with the option to extend them up to one (1) year. GSA reserves the right to extend an existing tender up to one (1) year beyond the original expiration date. If a TSP does not agree to extend their tender, it will be removed from the system during the period of the extension.

### **Non-responsive Tender Rule**

TSP tenders that are accepted and distributed for use, but which are later found not to be in conformance with the terms and conditions of this STOS, are nonresponsive. Nonresponsive tenders are subject to immediate removal by GSA. The TSP will be notified when tenders are removed under these circumstances and will be advised of the basis for their removal.

### **Mileage Determination**

Unless otherwise authorized or as provided for in ITEM 180 of [GSA Uniform Rules Tariff No. 200](#) (Circuitous Routing of Hazardous Material Shipments), all tenders for shipments within CONUS, Alaska, Hawaii, and Puerto Rico, and between the CONUS and Alaska, Canada, and Mexico (North Americas) GSA will be predicated on the shortest route distance as determined by the version of ALK Technologies PC\*Miler, as stated in the Request for Offers prevailing at the time of the tender.

If mileage cannot be determined using ALK Technologies PC\*Miler, the TSP may use an applicable mileage guide, book, or other method used in that particular country to determine mileages, subject to verification by GSA, the shipping agency/organization, or upon GSA Transportation Audit.

### **Industrial Funding Fee**

All approved TSPs must submit the Industrial Funding Fee (IFF) due on all shipments tendered through the GSA Freight Management Transportation Program. Examples of shipments on which an IFF payment is due include but are not limited to:

- Shipments using a GBL
- Shipments moving under the terms and conditions of this STOS
- Shipments moving under the General and agency/organization-specific Request for Offers
- Shipments that are managed through the use of TransPort Integrator

- Shipments moving under paper tenders , solicited by GSA or a participating agency.
- Shipments referencing GSA tenders

The IFF must be submitted no later than thirty (30) calendar days from receipt of payment. The amount of the IFF must equal the total of all transportation charges, less the fuel surcharge, unless it is an all inclusive solicited rate, multiplied by the applicable IFF percentage. Further guidelines on how to calculate and submit the IFF can be found in Section 9.2 of this STOS and the current applicable RFO.

### ***1.6 Revising This STOS***

This STOS will be revised by the GSA Freight PMO, through publication of the changes on GSA's website, <http://www.gsa.gov/transportation>, on an "as needed" basis.

Only the GSA Freight PMO may change or reissue this STOS.

Unless specifically endorsed by the GSA Freight PMO in writing as part of the publication, versions of this STOS issued by parties other than the GSA Freight PMO, including reprints of the WWW pages, electronic copies, or any other form of publication, are null and void.

## **Part I – Requirements by Mode**

Part I of this STOS addresses requirements that are unique to a given mode of transportation or which have a unique interpretation to that mode. In this part:

- Section 2 addresses requirements for Motor Freight TSPs
- Section 3 addresses requirements for Air Freight TSPs (reserved)
- Section 4 addresses requirements for Rail and Intermodal Freight TSPs (reserved)
- Section 5 addresses requirements for Ocean Freight TSPs (reserved)
- Section 6 addresses additional requirements for brokers, forwarders and other freight intermediaries (reserved)

Part II of this STOS addresses requirements that apply to all TSPs in all modes.

## **2 Motor Freight TSPs**

### ***2.1 Approval Process for Motor Freight TSPs***

Participation in the GSA Standard Tender of Service (STOS) Freight Transportation Management Program is open to any Transportation Service Provider (TSP) that possesses the appropriate operating authority, licensing, and insurance that apply, and that GSA has approved for participation. This section identifies and explains the specific steps you, as a motor freight TSP, must take to participate in the GSA Freight Transportation Management Program. You must:

- Complete the three electronic registration processes listed below in paragraphs 2.1.1 through 2.1.3, and
- Send to GSA the completed forms listed below in paragraphs 2.1.4.1 through 2.1.4.5.

Questions about the approval process may be directed to GSA at:

General Services Administration  
Federal Acquisition Service  
Freight Transportation Management Program (FTMP)  
Toll Free Phone: 1-855-425-FTMP (3867)  
Email: [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov)  
Website: <http://www.gsa.gov/portal/category/21192>

Or

General Services Administration  
Freight Transportation Management Program  
1500 East Bannister Road  
Bldg. 6  
Kansas City, MO 64131  
(816) 823-3646

### **System for Award Management (SAM)**

Before applying for approval to participate in the Freight program, you must first register in the System for Award Management -SAM if your company has not already done so. The SAM is the on-line contractor database for the U.S. Federal Government. The SAM collects, validates, stores and disseminates data in support of agency and other eligible user acquisition and award missions. It is a free service. Registration information and procedures can be found at the SAM website [www.sam.gov](http://www.sam.gov)

To register in the SAM, you must first obtain a [DUNS number](#). A DUNS number is also free for Federal contractors, including TSPs participating in the GSA Freight Management Program.

### **Third Party Payment System**

To participate in the GSA Freight Transportation Management Program, TSPs must be enrolled in GSA's third party payment system, PayPort Express. Even if otherwise qualified, TSPs that are not enrolled in PayPort Express will not be eligible to transport freight under the terms and conditions of this STOS. See Section 9, Invoicing and Payment, for additional details on PayPort Express requirements

### **Electronic Commerce (EC)**

To participate in the GSA Freight Transportation Management Program, TSPs must be Electronic Commerce (EC) capable and agree to the terms of the Transportation Trading Partner Agreement (TPA). Trading Partner Agreement is found in Appendix B, Forms.

### **Submission Package -- Required Documents**

You must send the documents listed in 2.1.4.1 through 2.1.4.5 to GSA by mail, to:

General Services Administration  
Freight Transportation Management Program  
1500 East Bannister Road, Bldg. 6  
Kansas City, MO 64131  
(816) 823-3646

Or electronically, to:

General Services Administration  
Freight Transportation Program Management Office (PMO)  
Email: [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov)

### **TSP Certification of Eligibility**

One (1) signed copy of the Transportation Service Provider Certification of Eligibility for Submission of Rate Tenders for Transportation (See Appendix B – Forms).

### **Operating Authority**

One (1) copy of the firm's operating authority issued by the [Federal Motor Carrier Safety Administration \(FMCSA\)](#).

### **Standard Carrier Alpha Code (SCAC)**

One (1) copy of the firm's Standard Carrier Alpha Code (SCAC) assignment letter from the [National Motor Freight Traffic Association \(NMFTA\)](#).

### **Trading Partner Agreement**

One (1) signed copy of the Trading Partner Agreement (See Appendix B, Forms).

### **Safety and Hazardous Materials**

One (1) copy of the [Federal Motor Carrier Safety Administration SAFER System Company Snapshot](#). Motor Freight TSPs will not exceed National Averages for Out of Service inspection rates. Motor Freight TSPs must maintain programs and qualifications that meet the requirements of 49 CFR § 171,172, 173, and 177. Motor freight TSPs that do not maintain these standards or ratings will be placed in nonuse status until documentary evidence is furnished to the office placing the TSP in nonuse that the TSP has cured the deficiency.

## ***Motor Freight TSPs Rate Offers and Submissions***

### **Soliciting Rates**

The GSA Freight PMO solicits rates for authorized Federal Agencies and other eligible organizations as defined in Section 1.4. Rate offers for the General RFO must be submitted electronically (see Definitions for Electronic Commerce, Appendix A). Rates must be submitted through TransPort Integrator unless otherwise requested. Agencies/organizations have the

authority to determine if rate offers on agency/organization specific RFOs are to be submitted electronically or if they will accept paper submissions.

### **Submitting Rate Offers**

All approved Motor Freight TSPs desiring to do business with the Federal Government must submit their rate offers following the instructions outlined in this STOS, General and Agency/Organizations [RFOs](#), and in the TransPort Integrator's User's Guide. TransPort Integrator is the GSA transportation management solution used by TSPs and client agencies/organizations. These instructions include:

- The method and procedures for filing
- The dates for rate filing
- The dates for acceptance
- The dates for resubmission and corrections, if applicable
- The notification of accepted rates
- The notification of unaccepted rates
- The instructions and procedures for posting the accepted rates

### **Electronic Rate Submissions**

Electronic rate submission is the method of filing rates for the GSA Freight Transportation Management Program. All accepted rates are provided to the GSA's Transportation Audit Division for their use in the freight Bill of Lading audit process required by the Federal Management Regulation (41 CFR § 102-117.80). Contact information is on the GSA's Transportation Audit Division [website](#).

### **Paper Rate Submissions**

An agency or authorized user requesting paper rate submissions must follow the guidance in this STOS and provide the following specific instructions for paper rate submissions in their solicitations. Failure to meet this requirement will delay the authorized user's freight program.

- Paper rate submissions must be submitted on Optional Form 280, Uniform Tender of Rates and/or Charges for Transportation Services, (See Appendix B, Forms).
- Federal agencies or other eligible organizations users requesting paper rate submission must provide the final approved rates to GSA's Freight PMO.
- The Federal agency or other eligible user must provide two paper copies or one electronic copy (in PDF, preferred method of submission) to GSA's Transportation Audits Division. Contact information is on the GSA's Transportation Audit Division [website](#).

TSPs submitting paper rate submissions under this STOS are required to remit the Industrial Funding Fee (IFF) to GSA and must make all required shipment reports. See Sections 1.5.5, 9.2, and 10.2 for guidance.

### Rules Applicable to Motor Freight

The following table includes the items from the [GSA Uniform Rules Tariff No. 200](#) specifically applicable to the movement of motor freight under this STOS. This includes business rules, items affecting charges, and allowable charges.

GSA No, 200 Item Number	Title of Item
	<b>GENERAL ITEMS APPLICABLE TO ALL TSPS</b>
	<b>BUSINESS RULES</b>
ITEM GEN 005 (NEW)	NON-APPLICABLE CHARGES
ITEM GEN 010 (NEW)	TRANSPORTATION SERVICE PROVIDER LIABILITY
ITEM GEN 015 (NEW)	WEIGHT LIMITATIONS
ITEM GEN 020 (NEW)	MILEAGE DETERMINATIONS
ITEM 30	DEFINITION OF TERMS
ITEM GEN 025 (NEW)	METRIC CONVERSION
ITEM GEN 030 (NEW)	EXCUSABLE DELAYS
	<b>ITEMS AFFECTING CHARGES</b>
ITEM GEN 035 (NEW)	THROUGH RATES
ITEM 225	RATES FROM OR TO POINTS IN ALASKA, HAWAII, OR POINTS OUTSIDE CONUS
ITEM 650	MAXIMUM CHARGES
ITEM 75	SERVICES NOT OTHERWISE SPECIFIED
ITEM 1150	TELEGRAMS OR TELEPHONE MESSAGES - CHARGES FOR
	<b>ALLOWABLE CHARGES</b>
ITEM 40	PRELODGING
ITEM 925	RECONSIGNMENT OR DIVERSION
ITEM 950	REDELIVERY
ITEM 1075	STOPOFFS - TO COMPLETE LOADING OR FOR PARTIAL UNLOADING
ITEM 1100	STORAGE
ITEM 1250	WEIGHT VERIFICATION
ITEM 1275	WEIGHTS - GROSS WEIGHT - CHARGES ON GROSS WEIGHTS
	<b>MOTOR FREIGHT TRANSPORTATION SERVICE PROVIDER RULES</b>
	<b>BUSINESS RULES</b>
ITEM MC 005 (NEW)	DRIVER REQUIREMENTS
ITEM MC 010 (NEW)	INSPECTION OF VEHICLES
ITEM 60	SPECIALIZED SERVICES
ITEM 575	IMPRACTICABLE OPERATIONS
ITEM 785	PACKAGING OR PACKING PROVISION

GSA No, 200 Item Number	Title of Item
ITEM 800	PAYMENT OF CHARGES
ITEM 885	PROPERTY OF UNUSUAL VALUE OR UNSAFE TO TRANSPORT
ITEM 1000	SEALING OF EQUIPMENT
	<b>ITEMS AFFECTING CHARGES</b>
ITEM 50	DOUBLES TRAILER FURNISHED FOR LOADING
ITEM 55	EQUIPMENT REQUESTED FOR LOADING
ITEM 65	EQUIPMENT FURNISHED FOR LOADING
ITEM 125	ARRIVAL NOTICE AND UNDELIVERED FREIGHT
ITEM 130	BILL OF LADING – COMMERCIAL
ITEM 150	BILL OF LADING – CORRECTED
ITEM 175	BULK FREIGHT
ITEM 180	CIRCUITOUS ROUTINGS OF HAZARDOUS MATERIAL SHIPMENTS
ITEM 200	CHASSIS - OBTAINING OF (200)
ITEM 375	PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING
ITEM 650	MAXIMUM CHARGES
ITEM 700	MINIMUM CHARGE - CAPACITY LOADS
ITEM 900	PROTECTIVE SERVICE
ITEM 1005	SEALED CLOSED VAN SERVICE
ITEM 1125	SUBSTITUTED SERVICE - RAIL FOR MOTOR
	<b>ALLOWABLE CHARGES</b>
ITEM 100	ARBITRARY APPLICABLE ON IMPORT OR EXPORT TRAFFIC PICKED UP AT OR DELIVERED TO STEAMSHIP WHARVES OR DOCKS
ITEM 205	CUSTOMS OR IN BOND FREIGHT
ITEM 300	DELIVERY OF FREIGHT BILL PRIOR TO DELIVERY OF SHIPMENT
ITEM 325	DETENTION - VEHICLES WITH POWER UNITS
ITEM 350	DETENTION - VEHICLES WITHOUT POWER UNITS – SPOTTING OR DROPPING TRAILERS
ITEM 400	DIVERSION - MOTOR TO AIR TRANSPORTATION
ITEM 425	HYDRAULIC LIFT GATE SERVICE
ITEM 450	FORK-LIFT SERVICE
ITEM 475	EXCLUSIVE USE AND CONTROL OF VEHICLE
ITEM 480	EXPEDITED SERVICE
ITEM 500	EXPORT OR IMPORT SHIPMENT REQUIREMENTS AT THE U.S. - CANADIAN BORDER
ITEM 525	EXTRA LABOR - LOADING OR UNLOADING
ITEM 550	HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE
ITEM 600	LOADING OR UNLOADING - WATERBORNE TRAFFIC - PORT OF BALTIMORE, MD
ITEM 625	MARKING OR TAGGING FREIGHT - CHANGING MARKING OR TAGS
ITEM 675	SINGLE SHIPMENT CHARGE
ITEM 725	NOTIFICATION CHARGE
ITEM 775	OVERDIMENSION FREIGHT

GSA No, 200 Item Number	Title of Item
ITEM 776	OVERWEIGHT FREIGHT
ITEM 825	PERMITS, SPECIAL
ITEM 850	PICKUP OR DELIVERY SERVICE
ITEM 855	PICKUP OR DELIVERY SERVICE - AT PRIVATE RESIDENCES
ITEM 860	PICKUP OR DELIVERY SERVICE - SUNDAYS OR HOLIDAYS
ITEM 865	PICKUP OR DELIVERY SERVICE - SATURDAY OR AFTER 5 P.M. ON NORMAL BUSINESS DAYS
ITEM 870	PICKUPS OR DELIVERIES – ADDITIONAL
ITEM 875	PICKUP OR DELIVERY SERVICE - NEW YORK HARBOR AND PORT NEWARK, NJ
ITEM 1010	SORTING OR SEGREGATING SERVICE AND CHARGES
ITEM 1025	SERVICES - SIGNATURE AND TALLY RECORD SERVICE
ITEM 1175	TRANSFER OF LADING
ITEM 1225	VEHICLE OR SHIPPER-REQUESTED DOUBLES TRAILER FURNISHED BUT NOT USED
ITEM 1030	SERVICES - CONSTANT SURVEILLANCE SERVICE
ITEM 1035	SERVICES - DUAL DRIVER PROTECTIVE SERVICE
ITEM 1040	SERVICES - DUAL DRIVER SERVICE
ITEM 1050	SPECIAL SERVICE - SECURITY CHECK BY CONSIGNOR OR CONSIGNEE (1050)
ITEM 1300	FUEL RELATED GENERAL RATE ADJUSTMENT

## Acceptance of Tenders Policy

Authorized agencies/organizations that participate in the [General RFO](#) may accept rates tendered in response to that RFO. Authorized agencies/organizations that have GSA publish a specialized RFO may accept rates tendered in response to that special RFO or rates tendered in response to the General RFO. TSP rate tenders that do not comply with the rate filing instructions in any RFO will be rejected as non-responsive.

### ***2.1 Statement of Work for Motor Freight***

TSPs accepting shipments for Motor Freight under this STOS must maintain effective service controls for prompt and complete performance of all ordered origin, line haul, destination services and all associated accessorial charges. Line haul services include appropriate security, ensuring safety of shipments during transit, and oversight of additional parties used in-transit.

## Specific Functions

More specifically, for the three phases of service the following overriding quality assurance principles apply to all Motor Freight shipments under this STOS. The TSP must provide:

- Adequate terminal facilities at origin to effectively service the agency/organization shipping facility.

- Adequate facilities at destination to effectively service the receiving activity/customer.
- Pickup and delivery pursuant to the standards set forth in this STOS.
- Equipment approved by the shipping agency/organization traffic manager in terms of condition and kinds, necessary to perform service as outlined in this STOS Statement of Work. Equipment found unsuitable for freight loading or unloading will be rejected.
- Transportation services which represent best value to the Government, combining both cost and performance metrics.
- Equipment spotting in accordance with the consignor or consignee's instructions.
- Loading as directed by the consignor.
- Exclusive use of equipment, when requested and annotated on the BL.
- Accessorial and special services, when requested or annotated on the BOL.
- Prompt inspection of damaged material.
- Settlement of all claims for loss or damage attributable to TSP liability within 120 days ([41 CFR § 102-117.195](#))
- Protection from elements and securing of the loads.
- Transportation of hazardous materials included in the definition of FAK in accordance with [49 CFR § 171,172, 173, and 177](#).
- Inside pickup or delivery, when requested and annotated on the BOL.
- All services (for example,, spotting of trailers, assisting in the loading of freight into conveyance, and reporting to the agency/organization shipping facility at the requested time), as requested by the designated agency/organization shipping facility representatives, for shipments tendered.
- Acceptance of FAK cargo as defined in this STOS. No refusals or selective acceptance of cargo is allowed.
- Continuous control of shipments. When requested by either a representative of the consignor or consignee, the TSP will monitor and trace shipments to ensure prompt completion of all required service as well as giving status and location of a shipment within 24 hours of the request.
- charge.
- Proof of delivery that can be viewed or downloaded from TransPort Integrator for any shipment that the BOL issuing officer (or designee) determines is needed to verify the TSP's delivery certification on the BOL.
- Return of shipment service. In the event a TSP is required to return a shipment to the original shipping location as ordered by the agency/organization or designated official, the TSP will assess the line haul rate applicable to the tender. The TSP will obtain the necessary amendment or documentation from the party ordering the additional movement.
- Hand-delivery of envelope/packing slips containing shipping documents to the consignee when such envelopes are tendered with the shipment.

## Tracing Shipments

Requests by the Government to have a shipment traced will be made through:

- The origin TSP's centralized tracing system, if such a system is available
- The TSP's origin terminal Point of Contact (POC), or
- Through TransPort Integrator

Upon receiving a request, the origin TSP will immediately institute a trace through its entire system (including any interlining TSPs), and provide an immediate reply to the sender or sender's identified POC. When a TSP offers the Government direct access to their automated tracking system, the Government will notify the TSP of the results or ask the TSP to assist with the trace through any interlining system, and provide an immediate response.

TSPs may integrate with TransPort Integrator to provide tracking information. If a TSP has integrated its tracing system with TransPort Integrator, then tracing can be completed by an agency/organization or a TSP using the TransPort Integrator system.

### **Completion of Service**

Service is complete upon delivery provided that all other destination services are completed to the satisfaction of the receiving office. The TSP to whom the shipment was tendered is responsible for the shipment from pickup through delivery and all other services required by the BL. If any other person, party, agent, or carrier is engaged to complete the required service, the TSP is responsible for the performance of those parties. Quality assurance is always the responsibility of the tendered TSP.

### **Notification of Undelivered Freight**

#### **Instructions Concerning Undelivered Freight for All Agencies and Eligible Users**

For shipments that cannot be delivered due to the consignee's inability or refusal to receive or accept the shipment, the TSP within one (1) business day must notify the applicable agency/organization shipping facility traffic manager or point of contact and request additional handling or forwarding instructions from both the consignee and the consignor.

#### **Instructions for Undelivered GSA Freight**

**For GSA originated shipments**, TSPs must request additional handling or forwarding instructions from either the National Customer Service Center (NCSC) or the consignor.

National Customer Service Center (NCSC) (6FR)  
1500 East Bannister Road  
Kansas City, MO 64131-3088  
Phone -- 1-800-488-3111  
Fax -- 816-926-6952

E-mail: [NCSCcustomer.service@gsa.gov](mailto:NCSCcustomer.service@gsa.gov).

## **Charges**

All shipments transported under this STOS are subject to the rules and accessorial charges and rates published in the [GSA Uniform Rules Tariff No. 200](#) and the [GSA Baseline Rate Publication No. 1000-D](#) (GSA No. 1000-D). No charges deriving from TSP independent actions (for example, TSP's rules or accessorial tariffs) or bureau published tariffs that deviate from the [GSA Uniform Rules Tariff No. 200](#) or [GSA Baseline Rate Publication No. 1000-D](#) (GSA No. 1000-D) are acceptable.

## **Special Services**

Only special or accessorial services annotated on the BOL by the consignor or provided by an amendment to the BOL are authorized and will be paid by the ordering agency and other eligible organizations.

## **HAZMAT Incident Emergency Response**

Each TSP that picks up or transports a hazardous material shipment must maintain emergency response information as specified in [49 CFR § Part 107](#). The TSP must have a hard copy of the current Department of Transportation's [Emergency Response Guidebook](#) in its possession at all times.

## ***2.2 Motor Freight Performance Requirements***

This section addresses the motor freight TSP's transit and required delivery time calculations. It also addresses the procedures for lost or damaged freight and claims, as well as how to request a waiver of this STOS or BOL rules. It applies to all agencies and related users as defined in Section 1.4. No exceptions are allowed without notification of the GSA Freight PMO.

### **Transit Time for Motor Freight Shipments**

#### **Transit Time for CONUS Motor Freight Shipments**

Motor Freight shipments moving in CONUS will move according to the following transit time table.

CONUS Motor Freight Transit Time in Business Days		
Distance	TL	LTL
<= 500 miles (805 km)	1	3
501 - 1000 miles (806 - 1610 km)	2	4
1001 – 1500 miles (1611 – 2415 km)	3	5
1501 – 2000 miles (2416 – 3220 km)	4	6
2001 – 2500 miles (3221 – 4025 km)	5	7
> 2501 miles (4026 km)	6	7

Transit time for CONUS Motor Freight starts the business day after pick-up and ends on the day the shipment has been offered for delivery or delivered.

In general, transit time will **not** start on weekends and Federal holidays, and Saturday, Sunday and Federal holidays do not count in the transit time. However, specifics within a Request for Offers (RFO) or Standing Route Order (SRO) can override the transit time calculation. An example of this would be a customer stating a required delivery date (RDD) on the BOL or a statement in the RFO requiring a movement from California to Arizona (1001-1500 miles) with a two (2) day transit time versus the 3 days reflected in the table.

A delivery date that falls on a non-business day (weekend or Federal holiday) will automatically be moved to the next business day, unless the agency/organization or the customer requests and authorizes delivery on Saturdays, Sundays, or holidays (as set forth in Items 860 and 865, [GSA Uniform Rules Tariff No. 200](#)). TSPs are not required to deliver shipments on these days. TSPs will not be penalized if they refuse to voluntarily make Saturday, Sunday, or Federal holiday delivery. The shipment will be delivered on the next business day.

Exceptions to transit time standards:

- Required Delivery Date (RDD) on the BOL is less than the standard transit time (Expedited Service, Item 480 in the GSA Uniform Rules Tariff No. 200, will apply).
- Oversize, overweight, or HAZMAT shipments that have movement constraints (for example, daylight movement only).
- Shipments under FAR-based contracts for Cost Reimbursable Contractors (CRC) authorized under this STOS. If there is a conflict, the terms and conditions of the Contract supersede the standard transit times in the STOS.

### Transit Time for Alaska, Hawaii, and Puerto Rico Shipments

It is GSA's intention to only solicit through rates (a rate applicable for transportation all the way from point of origin on the BOL to destination on the BOL) for shipments to Alaska, Hawaii and Puerto Rico.

For all Motor Freight shipments to Alaska, Hawaii, and Puerto Rico transit time will not exceed 20 business days.

Transit time for Motor Freight shipments to Alaska, Hawaii, and Puerto Rico starts the calendar day after pick-up and ends on the day the shipment has been offered for delivery or delivered.

A delivery date that falls on a non-business day (weekend or Federal holiday) will automatically be moved to the next business day, unless the agency/organization or the customer requests and authorizes delivery on Saturdays, Sundays, or holidays (as set forth in Items 860 and 865, [GSA Uniform Rules Tariff No. 200](#)). TSPs are not required to deliver shipments on these days. TSPs will not be penalized if they refuse to voluntarily make Saturday, Sunday, or Federal holiday delivery. The shipment will be delivered on the next business day.

Exceptions to standard transit times:

- RDD on the BOL is less than the standard transit time (Expedited Service, Item 480 in the GSA Uniform Rules Tariff No. 200, will apply).
- Oversize, overweight, or HAZMAT shipments that have movement constraints (for example, daylight movement only).
- Shipments under FAR based contracts for Cost Reimbursable Contractors (CRC) authorized under this STOS. If there is a conflict, the terms and conditions of the contract supersede the standard transit times in the STOS.

### **Transit Time for Shipments to Canada**

Transit times for motor freight shipments to Canada will follow the guidelines for CONUS shipments in Section 2.4.1.1 above.

### **Pickup Services**

TSP pickup service includes arriving on time for pickup with the type and quantity of equipment ordered by the shipper. The shipper may inspect the TSP's equipment upon arrival and, if determined unsuitable for freight loading, reject the equipment. No charges are due the TSP for equipment rejected for valid reasons. The TSP will be provided the Government's reason for rejecting the equipment.

When ordering equipment or requesting a pickup date, TSPs will receive advance notice from the ordering agency or eligible user organization. Unless an abnormal amount or type of equipment is requested, TSPs will be notified the afternoon prior to the day the equipment is needed unless other arrangements are made. However, in some circumstances, TSPs may be required to perform same day pickup service. TSPs will not be penalized if they are unable to provide this "special" same day pickup service.

Pickup service is measured from the information in TransPort Integrator, or from agency/organization shipping facility dispatcher records that show the requested time and date of pickup, and from TSP sign-in registers indicating TSP date and time of arrival.

Pickup may be delayed only if the TSP has requested and received permission to delay from the ordering official; otherwise the shipment pickup will be considered late. The ordering official must record the permitted delay in the agency/organization dispatcher records.

### **Trailer Recovery**

If a carrier fails to recover its trailer, container, or other asset, herein referred to as “unit” within 72 hours of notification that the trailer is available for recovery, US GOVERNMENT will impose a penalty on the carrier. The penalty will accrue daily in an amount equal to the daily detention, rental or use fee that the carrier charges for that unit. The penalty will continue to accrue for each 24 hour period, or any portion of a 24 hour period thereof. If a carrier fails to recover the unit after the 120 hours of notification US GOVERNMENT will consider the unit abandoned, and will commence required procedures to dispose of the unit to local authorities. Any expenses incurred by US GOVERNMENT for storage of the unit, processing the abandonment, or disposal will also be charged to the carrier. Any vendor/owner that has 3 failures to recover within a one year period will be considered unreliable and may not be considered in future contracting considerations for the balance of the current year plus the entire following year. No trailer recovery fees will be paid to the TSPs.

### **Option for Agency to Purchase Trailer for Fair Market Value**

US GOVERNMENT is responsible for detention of a carrier's trailer after the specified free time expires and will continue to pay detention until the carrier receives notification the trailer is available for return to the carrier. However, upon notification from US GOVERNMENT, detention costs will cease and US GOVERNMENT will have the option to pay the carrier the fair market value of the trailer when detention exceeds the fair market value of the trailer. Detention fees paid prior to the date of payment of full market value will be credited to that payment.

## Loss or Damage Claims

Loss or damage claims attributable to the TSP's performance must be acknowledged and settled in accordance with the provisions of [49 CFR § Part 1005](#). In all instances, loss or damage claim settlements will be applied to the origin TSP's performance of service. Information used by agencies to file a single or aggregate claim against a TSP could include but is not limited to:

- Reports
- Records
- Historical agency/organization files

If a shipping agency/organization files an aggregate claim against an individual TSP, each item must be settled and reported on separately by the TSP. For example, the claim must have the claimed amount with the supporting documentation for each claim on the aggregate filing as if they were individual claims.

Except for shipments originated with GSA, the TSP must provide an initial report in writing to the BOL issuing officer not later than the first business day after the incident, detailing any event of major significance that produces substantial loss, damage, or delay to a shipment(s), such as theft or seizure of cargo, strikes, embargoes, fires, or other similar incidents.

For shipments originated by GSA, the TSP must attempt to report the required information not later than the first business day after the incident to the consignor and the National Customer Service Center (NCSC):

National Customer Service Center (NCSC) (6FR)  
1500 East Bannister Road  
Kansas City, MO 64131-3088  
Phone -- 1-800-488-3111  
Fax -- 816-926-6952  
E-mail: [NCSCcustomer.service@gsa.gov](mailto:NCSCcustomer.service@gsa.gov)

Regardless of who originated the shipment, the TSP must follow up the initial report with a detailed written report that includes an assessment of the loss or damage, delays encountered and final disposition of the property. The required information is:

- Type of incident;
- Location of incident;
- Description of any hazardous cargo;
- BOL Number and date issued;
- BOL issuing office;

- Origin;
  - Destination;
  - Date shipment received by TSP;
  - Required Delivery Date, if applicable;
  - Date and time of incident;
  - Estimated amount of loss and extent of damage
- Current status of shipment(s), including new estimated time of arrival (ETA); and  
Location of shipment(s), if applicable.

### **Trailers Damaged for Agency Missions**

Carrier trailers will meet minimum DoT standards upon assignment to a US GOVERNMENT mission. Trailers found unserviceable, will be rejected and the carrier will be responsible for providing a replacement trailers that meet DoT standards within 4 hours.

If a carrier claims US GOVERNMENT's actions damaged a trailer, it is the responsibility of the carrier to provide the evidence to support the claim.

### **2.4.4 Lost Freight (Astray Freight)**

If freight is separated from the TSP's freight bill or bill of lading, the TSP will follow these procedures to locate the missing freight and to notify the Agency or eligible user organization.

When the TSP is able to determine the consignee, either from the markings on the freight or from the shipping documentation affixed to it, or contained within the freight, the TSP will promptly deliver the freight to the consignee.

When the consignee cannot be determined from the markings on the freight or shipping documents, but the TSP is able to determine that the property belongs to a specific Government agency or eligible user, then the TSP will contact the agency/organization for disposition instructions.

For GSA originated shipments, the TSP will contact the National Customer Service Center (NCSC) for disposition instructions.

National Customer Service Center (NCSC) (6FR)  
1500 East Bannister Road  
Kansas City, MO 64131-3088  
Phone -- 1-800-488-3111  
Fax -- 816-926-6952

E-mail: [NCSCcustomer.service@gsa.gov](mailto:NCSCcustomer.service@gsa.gov)

When specific agency/organization ownership cannot be determined for astray freight which is identifiable as Government property, the TSP will contact the nearest Government agency for disposition instructions.

#### **2.4.5 Request for Waiver from STOS or Bill of Lading (BOL)**

The BOL Issuing Officer, the agency/organization shipping facility Traffic Manager, or the agency/organization servicing office representative may, for an individual shipment, waive one or more of the requirements in this STOS or of the BOL in whole or in part because of the incompatibility of such requirements with the prevailing circumstances. An affected TSP may submit the waiver request verbally to the BOL issuing officer; however, the request must be confirmed in writing by the TSP to the BOL issuing officer within one (1) business day of the initial request.

If the BOL issuing officer or designee determines that a waiver is justified, he or she will issue a waiver in writing, by amending the BOL and distributing copies of the amendment, including a copy to the TSP and GSA PMO, within 48 hours after receiving the TSP's request.

### **2.5 Motor Freight Service Performance Evaluation**

Outstanding performance on freight shipments is the paramount goal of this STOS. This section along with the rest of this document presents the performance standards necessary to ensure repeat business from Government agencies and other eligible user organizations.

#### **TSP Performance Reviews**

TSP performance data will be obtained from a variety of sources, including, but not limited to the following:

- Complaints (both written and oral) submitted by an agency or eligible user organization's transportation officer, BOL Issuing Officer, agency/organization official, agency/organization shipping facility operating personnel, or consignee;
- Reports obtained or formulated from TSP pickup records, history files, finance payment records, and agency/organization discrepancy computer runs;
- Serious incident reports; and
- Other TSP performance information collected by or for the GSA Freight Transportation Management Program

Shipping agencies and eligible user organizations can, and will, use the following information in evaluating a TSP's performance:

- Ability to provide accessorial and special services ;
- Adherence in observing Federal, State, local, and agency/organization shipping facility regulations; and
- Unwarranted refusal of shipments or selective acceptance of shipments, which are prohibited by this STOS.

If a shipping agency/organization asks a TSP, in writing, to respond to a performance deficiency, the TSP has ten (10) business days to respond to the agency's/organization's deficiency notice. The request from the agency/organization usually refers to specific operational factors affecting the timely, efficient and cost-effective movement of freight.

### **TSP Performance Service Failures**

The TSP actions listed below are of such importance that one violation could result in the TSP being placed in temporary nonuse status. These actions include, but are not limited to:

- Willful violations of this STOS, other relevant tenders or tariffs;
- Financial irresponsibility that results in shipments tendered under this STOS being delayed, detained, or seized;
- Failure to maintain proper insurance coverage;
- Operating without legal authority; and
- Failure to have in its possession a current copy of the *DOT Emergency Response Guidebook*, as referenced in Section 2.3.8

### **3 Air Freight TSPs (Reserved)**

## **4 Rail and Intermodal Freight TSPs (Reserved)**

## **5 Ocean Freight TSPs (Reserved)**

## 6 Brokers, Freight Forwarders, and Other Intermediaries (Reserved)

### A. APPROVAL REQUIREMENTS FOR FREIGHT FORWARDERS:

Freight forwarders must submit the following documentation to the **fax number or** address contained in Item 2-2 in order to meet the approval requirements for participation:

One (1) statement identifying the firm as a freight forwarder. As freight forwarders are not required to possess operating authority from the **Surface Transportation Board (STB)** to act as a freight forwarder, we need this statement identifying the firm as a freight forwarder so that the appropriate approval requirements are applied to the firm. This statement will eliminate any confusion as to the possibility of the firm being a common carrier, rail carrier, broker, or shipper agent/Intermodal Marketing Company that has not met the approval requirement of submitting to us a copy of its operating authority and/or broker's license;

One (1) signed copy of the Carrier Certification of Eligibility for Submission of Rate Tenders for Transportation (See Section 15 - Forms). Even if the firm already has a copy of this form on file with a GSA Travel and Transportation Management Zone Office or the Freight Program Management Office (6FBD-X), Kansas City, MO, the firm must re-submit the form to the address contained in Item 2-2 in order to meet the carrier approval requirements;

One (1) copy of the firm's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA);

One (1) copy of the surety bond, certificate of insurance, qualifications as a self-insurer, or other securities or agreements which have been provided to and are on file with the **Federal Motor Carrier Safety Administration (FMCSA)** and/or documentation from the **FMCSA** that the required documentation is on file with the **FMCSA** and that it meets the minimum security amounts as defined in 49 CFR part 387; and

One (1) signed copy of the Trading Partner Agreement (See Section 15 - Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading

#### C. APPROVAL REQUIREMENTS FOR BROKERS AND THEIR UNDERLYING CARRIERS

Brokers must submit the following documentation to the **fax number or** address contained in Item 2-2 for themselves and for each of their underlying carriers which they represent in order for brokers and their underlying carriers to meet the approval requirements for participation:

##### INFORMATION REQUIRED OF BROKER FOR APPROVAL:

One (1) copy of the firm's broker's license issued by the **Surface Transportation Board (STB)**;

One (1) copy of the broker's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA); and

One (1) signed copy of the Trading Partner Agreement (See Section 15 - Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the broker a signed copy of the Trading Partner Agreement.

##### INFORMATION REQUIRED TO BE SUBMITTED BY EACH OF THE BROKER'S UNDERLYING CARRIERS FOR APPROVAL:

If the underlying carrier is a common carrier or a rail carrier, it must meet the approval requirements identified in Item 2-2.A.;

If the underlying carrier is a freight forwarder, it must meet the approval requirements identified in Item 2-2.B.

It is suggested that each of a broker's underlying carriers send the required approval documentation to the broker. Once the broker has received the proper approval documentation from its underlying carriers, it should then forward the information to the **fax number or** address contained in Item 2-2. However, the broker's underlying carriers may submit the required approval documentation directly to the **fax number or** address contained in Item 2-2.

When rates are submitted and it is determined that an underlying carrier has been included that has not met the approval requirements, that unapproved, underlying carrier will be rejected and will

not be approved to participate in the movement of Government freight. Please be aware, however, that the entire rate offer will not be rejected, only the underlying carrier(s) who has not met the approval requirements will be found unacceptable.

## 7 Rate Filing Service Providers and Shipping Agents

Shipper agents/Intermodal Marketing Companies must submit the following documentation to the **fax number** or address contained in Item 2-2 for themselves and for each of their underlying carriers which they represent in order for shipper agents/Intermodal Marketing Companies and their underlying carriers to meet the approval requirements for participation:

### **INFORMATION REQUIRED OF SHIPPER AGENT/INTERMODAL MARKETING COMPANY:**

One (1) statement identifying the firm as a shipper agent/Intermodal Marketing Company. As shipper agents/Intermodal Marketing Companies are not required to possess operating authority and/or a license from the **Federal Motor Carrier Safety Administration (FMCSA)** to act as a shipper agent/Intermodal Marketing Company, we need this statement identifying the firm as a shipper agent/Intermodal Marketing Company so that the appropriate approval requirements are applied to the firm. This statement will eliminate any confusion as to the possibility of the firm being a common carrier, rail carrier, freight forwarder, or broker that has not met the approval requirement of submitting to us a copy of its operating authority and/or broker's license;

One (1) copy of the shipper agent's/Intermodal Marketing Company's ~ ~ Certificate of Insurance" which provides for notice of termination or cancellation be provided thirty (30) days prior thereto to the General Services Administration's (GSA) Freight Program Management Office (6FBD-X), Kansas City, MO (see Item 2-2 for address);

One (1) copy of the shipper agent's/Intermodal Marketing Company's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association

(NMFTA); and

One (1) signed copy of the Trading Partner Agreement (See Section 15 .Forms). Once the shipper agent/Intermodal Marketing Company has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading Partner Agreement.

#### **APPROVAL REQUIREMENTS FOR RATE FILING SERVICE PROVIDERS**

Rate filing service providers (firms which offer to those approved to participate the service of transmitting to GSA, via the File Transfer Protocol (FTP) of the Internet (I-FTP), rate offers in accordance with applicable Request for Offers), must submit the following documentation to the address contained in Item 2-2 in order to meet the approval requirements for participation:

One (1) signed copy of the Trading Partner Agreement (See Section 15 .Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading Partner Agreement.  
(Item 2-2 revised (see bold) on August 2, 2004)

## **Part II – General Requirements**

### **8 Inspection and Acceptance**

#### ***8.1 Inspection***

Inspections can occur in one of two ways: (1) scheduled by the Government, or (2) impromptu at any time by authorized representatives of the Government. Authorized representatives are the BOL Issuing Office, which is generally defined as Agency or GSA personnel. These personnel, with valid Government credentials, have the right to inspect TSP facilities including, but not limited to TSP equipment; terminals; stations, and warehouses.

Authorized representatives of the BOL Issuing Office have the right to inspect the performance of services during, loading, pickup, and delivery, as well as any other services performed by the TSP in connection with any shipment handled under the provisions of this STOS.

Authorized representatives may inspect the performance of services at the agency shipping facility, at the TSP terminal facilities, or at consignee receiving facilities during regular office hours or at any time that work is being performed.

The TSP must furnish authorized representatives with free and reasonable access to the facilities, and the TSP must provide any Government requested assistance to accomplish the inspection process.

#### ***8.2 Acceptance***

Acceptance, as used in this STOS, means the act of an authorized representative of the Government, by which the Government assumes for itself or approves specific services as partial or complete performance of the requirements of this STOS.

If an inspection takes place and no written report of necessary corrective action is issued, then the work is deemed accepted. When authorized representatives of the BOL Issuing Office determine that facilities, equipment, or services do not meet the terms, conditions or specifications prescribed by this STOS, the TSP or its agent must cooperate fully to promptly correct the deficiency by taking appropriate action at no additional cost to the Government.

## 9 Temporary Nonuse

Temporary nonuse ([49 CFR § 102-117.290 \(a\)](#)) of a TSP is limited to a specific participating agency and is initiated by the GSA PMO for a period not to exceed ninety (90) calendar days.

Temporary nonuse may be imposed for:

- Willful violations of the terms of the STOS or the rate tender;
- Persistent or willful failure to meet requested packing and pickup service;
- Failure to meet required delivery dates;
- Violation of Department of Transportation (DOT) hazardous material regulations;
- Mishandling of freight, damaged or missing transportation seals, improper loading, blocking, packing or bracing of property;
- Improper routing of property;
- Subjecting Government shipments to unlawful seizure or detention through financial irresponsibility (for example, failing to pay debts);
- Operating without legal authority;
- Failure to settle claims according to Government regulations; or,
- Repeated failure to comply with regulations of DOT, Surface Transportation Board, State or local governments or other Government agencies

When there is a sufficient basis to initiate temporary nonuse action against a TSP, the TSP will be notified by certified mail, return receipt requested, of the following:

- The start and end dates of the proposed temporary nonuse;
- The extent or scope of the proposed temporary nonuse, including the specific transportation facilities to which the period of exclusion will be applicable; and
- The facts used to support the specified cause(s) for temporary nonuse.

### **Timelines for Corrective Actions and Referrals**

Upon receipt of the initiating officer's notice of proposed temporary nonuse, the TSP must take corrective action or request further review and information. The TSP has seven (7) calendar days during which it may submit in person, in writing, or through a representative, rebuttal information and arguments opposing the temporary nonuse.

The initiating officer has a period of five (5) working days to render a decision based on the TSP's rebuttal and any opposing arguments.

The TSP may file an appeal of the initiating officer's decision to an agency reviewing official, provided that the agency receives the request for review within five (5) working days of receipt of the transportation officer's decision.

GSA strongly recommends that all parties to a temporary nonuse decision use certified mail, return receipt requested, or comparable service (such as USPS signature confirmation or signature delivery service from UPS or FedEx), to ensure that the start-the-clock date for each of these steps is recorded and can be proved.

## 10 Invoicing and Payment

### 10.1 Invoicing

All freight TSPs operating under this STOS must submit their invoices electronically through PayPort Express. . Agencies participating in PayPort Express will make payment to the TSP through the PPE system. If an agency is not using PayPort Express, payment will be made by the agency to the TSP outside of the system; however, all TSPs must submit a copy of the final electronic invoice to PayPort Express regardless of how they received payment from the agency. TSPs servicing GSA and its Freight Management Program (FMP) participants are required to be enrolled and utilize PayPort Express. Enrollment procedures can be found at the PayPort Express [website](#). TSPs must register in the SAM before enrolling in PayPort Express. The PayPort Express contractor provides the training on the system and procedures for processing invoices.

Federal agencies (and other eligible organizations) have the option to participate, however all TSPs are required to join. The TSP must use PayPort Express to for those services performed for the Federal agencies (and other eligible organizations) that have opted to participate in the PayPort Express. TSPs can obtain additional PayPort Express information from the PayPort Express [website](#).

PayPort Express is a completely automated web-based application designed specifically to streamline the audit, approval and payment processes associated with transportation-related expenses PayPort Express provides the ability to:

- Receive Bills of Lading (BL) from agency customers
- Receive invoices from TSPs on behalf of the agency customers
- Make payment to TSPs for customer-approved invoices on behalf of the agency customers for shipments invoiced
- Provide reporting and supply chain business intelligence on transportation program spending

### PayPort Prepayment Audit Functions

PayPort Express:

- Qualifies as a certified pre-payment audit process;
- Performs pre-payment audits to ensure that invoices meet all payment criteria before they are entered into the system;
- Establishes a full audit trail of actions taken to further help enforce department and agency policies and comply with regulatory requirements;

- Initiates payment once audits are passed;
- Reduce processing times by getting payments to TSPs faster; and

### **TSP Invoice Procedures**

The preferred method of submitting invoices to PayPort Express is using EDI 210 or XML. Other available methods include (a) creating an invoice from an order; or (b) copying an existing invoice with similar information and uploading it to PayPort Express. If these options are unavailable, then invoices may be manually created in PayPort Express. The steps for creating a manual invoice can be found in the [PayPort Express Quick Reference Guide, Creating Invoices Manually](#).

## **10.2 GSA Industrial Funding Fee (IFF)**

GSA requires an Industrial Funding Fee (IFF) be paid on each shipment tendered under this STOS. The Industrial Funding Fee will be based on linehaul and accessorial, less the fuel surcharge unless otherwise stated in the RFO, or if an all inclusive rate is requested. . By including the IFF requirement in the RFO, The GSA Freight PMO and the agencies are alerting prospective TSPs that this STOS and the current IFF provisions are incorporated by reference effective on the RFO publication date.

### **Amount and Payment Schedule**

For all shipments, the TSP must remit the IFF, as defined in the Request for Offers, to GSA based on the total transportation charges, less the fuel surcharge, unless and all inclusive rate is requested. The TSP must remit the IFF no later than 30 calendar days from date of payment. The IFF is applicable to every BOL or transportation move is issued under this STOS.

For agencies using the PayPort Express service, the IFF is deducted automatically and remitted directly to GSA. Otherwise, the TSP must remit the IFF to GSA.

Failure to remit the IFF could result in the immediate placement of the firm in temporary nonuse or debarment. See Section 9.2.4.2 for details

### **IFF Verification**

TSPs are required to submit Shipment Reports by e-mail to the GSA Freight PMO. (See Section 10.1.3 and Appendix D for reporting requirements and format.) The Shipment Report identifies the number of shipments delivered during the appropriate timeframes. The Shipment Report provided by the TSP will be verified against information in TransPort Integrator and PayPort Express. In the case of a discrepancy between the Shipment Report submitted by the TSP and

the Shipment Report submitted by the agency, GSA will rely on the information provided in the Shipment Report submitted by the agency for the calculation of money owed to GSA from the TSP, unless the TSP can provide evidence that the agency-submitted Shipment Report is incorrect. Failure to remit IFF reports could result in the immediate placement of a firm in temporary nonuse or debarment. See section 9.2.4.2 for details.

### **Methods of Payment**

If PayPort Express does not deduct the IFF automatically, the remittance of the GSA IFF may be transmitted by check, by electronic funds transfer, or by credit card.

If an agency is not using PPE the IFF is not automatically remitted to GSA and must be remitted by check, electronic fund or credit card by the Transportation Service Provider.

#### **9.2.3.1 IFF Payment by Check**

The checks must be made payable to the “General Services Administration” and reference on the check, **“GSA-GL 474.2”** TMSS, company name, and SCAC. A copy of the shipping report (see Section 10) that covers the period of the IFF Payment will be included with check.

If using the U.S. Postal Service, mail checks to:

General Services Administration  
Miscellaneous Receipts for Non-Federal Claims  
P.O. Box 979009  
St. Louis, MO 63197-9009

If using an express carrier, such as FedEx, UPS, etc., send the checks to:

US Bank  
Attn. Government Lockbox 979009  
Mail Code # SL – MOCIGL  
1005 Convention Plaza  
St. Louis, MO 63101-9009.

A copy of the shipping report (see Section 10) that covers the shipments for which the IFF Payment is being made will be included with check.

#### **9.2.3.2 IFF Payment by Electronic Bill Payment System**

GSA can accept your IFF payments electronically through the Remittance Express (REX) system. REX is simple and has many benefits. It:

- Reduces costs associated with printing and processing paper checks;
- Eliminates security risks inherent with the paper system (lost or stolen checks);
- Simplifies account reconciliation;
- Enhances your control by transferring your funds faster, allowing more consistent prediction of funds availability; and,
- Allows you to combine multiple payments into one REX payment

REX operates through the Automated Clearing House (ACH) electronic payments network. Funds are transferred on the TSP's behalf from one financial institution to another through the ACH network. The TSP initiates the electronic payment transaction, known as a "REX credit", to transfer funds from the TSP's bank account to GSA's account at Federal Reserve Bank of New York. GSA's account number is 540012, and the transit routing number is 051036706.

To ensure proper credit to your account, the following payment information must accompany each REX Credit:

- Bill of Lading Number(s);
- Company representative name and phone number;
- "GSA-GL 474.2/TMSS/IFF/(your SCAC code, ex: JBFL)/(and the quarter in which the transaction fee should be applied, ex: Q4)";
- Federal Reserve Bank of New York account number 540012; and
- Any other identifying information

Your financial institution will transmit these elements as an addendum to the payment.

TSPs wishing to make electronic payments of the IFF must contact Kathy Magers at [kathy.magers@gsa.gov](mailto:kathy.magers@gsa.gov) to complete an ACH Remittance Enrollment Form. The required payment information and electronic format specifications must be provided to the TSP's financial institution before you begin.

### **IFF Payment by Credit Card**

To pay the IFF by credit card, call GSA's toll free number 1-800-676-3690 ext. 65315. The technician who answers will take the payment and credit card information over the telephone.

### **Industrial Funding Fee Deficiencies**

In the event deficiencies are found in the IFF amounts submitted to GSA, the GSA Freight PMO will notify the TSP in writing of the existing deficiency. The TSP will be given an opportunity to correct the noted deficiency.

### **Correction of Deficiencies in the IFF**

Failure to acknowledge or correct deficiencies the IFF after notification by the GSA Freight PMO will result in the TSP being placed in temporary nonuse status, in accordance with procedures in Federal Management Regulation (FMR) Part 102-117. The GSA Freight PMO is authorized to refer a TSP for suspension or debarment for failure to pay the IFF due.

### **Failure to Submit IFF**

Failure to submit the Industrial Funding Fee due GSA for freight shipments handled by the TSP will result in immediate placement of the TSP in temporary nonuse status pending revocation of the TSP's approval to participate in the GSA Freight Program.

## 11 Reporting Requirements

### *10.1 GSA Distribution Center Reports*

TSPs transporting GSA Distribution Center shipments must submit the following two (2) reports to the agency servicing office, and GSA PMO office [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov) or its designee:

#### **Distribution Center Monthly Report**

TSPs must submit a monthly report of all GSA Distribution Center shipments. The report is due within twenty (20) business days following the end of the month being reported. The report will be in BOL number sequence and include:

- Pickup date of each shipment;
- Weight of each shipment;
- The date each shipment was delivered or offered for delivery; and,
- The shipment city and state destination

If the shipment was offered for delivery and not immediately accepted, TSPs, upon request, will provide the requesting GSA official with the name of the consignee's representative who authorized the scheduled delivery date and, if applicable, any consignee-assigned TSP control number.

### *11.1 GSA Shipment Reports*

TSPs are required to submit a monthly Shipment Report based on the number of shipment invoices paid in that calendar month. This report covers all shipments transported and invoiced under the terms and conditions of this STOS. If there has been no activity for the month, the TSP must submit a negative report.

Format and instructions for the Shipment Report are in Appendix D. Electronic submission of a Microsoft Excel spreadsheet in the format shown is the preferred method of submission. If necessary, the report may be submitted on paper, but it must conform exactly to the format shown in Appendix D.

Completed reports should be sent to [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov). Please remember to include your SCAC code in the email. If you are unable to send your report via email, please send it by fax to 703-605-9933. **Monthly reports are due no later than ten (10) calendar days after the end of the month. Questions should be directed to:**

Freight Transportation Management Program

Toll Free Phone: (855) 425-FTMP (3867)

Email: [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov)

Reports not conforming to the formatting requirements will be rejected and must be resubmitted in the correct format. A failure to submit the required shipment report in two consecutive months or three of any four months will result in temporary nonuse and GSA will refer the TSP for legal suspension action.

### **Variable Proof of Delivery Report**

Each month, the GSA Distribution Center traffic manager (or designee, or the GSA office that services the GSA Distribution Center) may request by random selection a Proof of Deliveries report from a TSP.

The TSP must provide proof of delivery of not more than 5 percent of the total deliveries within thirty (30) calendar days from the date of the request. Proof will consist of legible hard copy Proof of Deliveries (signed and dated delivery receipt). The TSP will submit the report to the requesting office at no additional cost to the Government.

When using PayPort Express, Proof of Delivery details for the report can be obtained from TransPort Integrator. Additionally, no invoice will be paid unless the Proof of Delivery is correct in PayPort Express.

## APPENDIX A – Definitions and Explanation of Terms

### A.1 Acronyms and Abbreviations

ABS	American Bureau of Shipping
ACH	Automated Clearing House
BOL	Bill of Lading
CBL	Commercial Bill of Lading
CBM	Cubic Meters
CFT	Cubic feet
CM	Centimeters
CFR	Code of Federal Regulations
CONUS	Continental United States
CRC	Cost Reimbursable Contractor
CSS	Constant Surveillance Service
CTM	Center for Transportation Management
CWT	Cubic Weight - per hundred pounds
DDP	Dual Driver Protective Service
DOT	Department of Transportation
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
EPL	Excluded Properties List
FAK	Freight All Kinds
FCL	Full container load (20 or 40 feet)
FI	Filing Instructions
FMCSA	Federal Motor Carrier Safety Administration
FSC	Fuel surcharge, applicable only at certain times
FT	Feet
FTL	Full truckload
FTP	File Transfer Protocol
G	Grams
GAL	Gallons
GBL	Government Bill of Lading
GSA	General Services Administration
IN	Inches
KG	Kilograms

KM	Kilometers
LCL	Less than container load.
MC	Minimum charge
MI	Miles
L	Liters
LB	Pound
LTL	Less than a Truckload
LTV	Less than a Vanload
M	Meters
NMFTA	National Motor Freight Traffic Association
OCNUS	Outside the Contiguous United States
OTO	One Time Only
OZ	Ounces
PT	Pints
QT	Quarts
RDD	Required Delivery Date
REX	Remittance Express System
RFO	Request for Offers
SAM	System for Award Management
SCAC	Standard Carrier Alpha Code
STOS	Standard Tender of Service
T	Tons
TL	Truckload
TMS	Transportation Management Solution called TransPort Integrator
TMSS	Transportation Management Services Solution (the legacy system to TransPort Integrator)
TPA	Trading Partner Agreement
TSA	Transportation Services Agreement
TSP	Transportation Service Provider
ULD	Unit load device, an airline container
UFC	Uniform Freight Classification
WTG	Waiting Time
XML	Extensible Markup Language
YD	Yard

## A.2 Definitions

**Accessorial Services** - Services performed that are additional, supplemental, or special, in addition to the basic transportation service.

**Barge** – A category of vessel designed as non-self-propelled units for the carriage of cargo on the weather deck or in holds or in tanks. The units are towed or pushed by another ship (tug or pusher vessel).

**Bill of Lading** -- A list of merchandise being transported together with the conditions that apply to its transportation. A legal document between the shipper of a particular good and the Transportation Service Provider detailing the type, quantity and destination of the good being carried. The bill of lading also serves as a receipt of shipment when the good is delivered to the predetermined destination.

**Boxcar** – The term "boxcar" encompasses all cars with AAR car types codes beginning with A, B, L4, or S, as described in the STB R. E. R. 6413 (Official Railway Equipment Register).

**Broker** – A person other than a motor freight TSP, or an employee or agent of a motor freight TSP, that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement or otherwise as selling, providing, or arranging for, transportation by a motor freight TSP for compensation.

**Business Days** – Monday through Friday from 8:00 a.m. to 5:30 p.m. weekends and official Government holidays are excluded.

**Calendar Days** – Consecutive days including weekends and holidays.

**Consignee** -- A party (usually a buyer) named by the consignor (usually a seller) in transportation documents as the party to whose order a consignment will be delivered at the port of destination. The consignee is considered to be the owner of the consignment for the purpose of filing the customs declaration, and for paying duties and taxes. Formal ownership of the consignment, however, transfers to the consignee only upon payment of the seller's invoice in full.

**Consignor** -- Person or firm (usually the seller) who delivers a consignment to a TSP for transporting it to a consignee (usually the buyer) named in the transportation documents. Ownership (title) of the goods remains with the consignor until the consignee pays for them in full.

**Container** - A reusable shipping conveyance not less than 20-feet in length, outside measurement, loaded or empty, without bogie or chassis, fitted with devices permitting its

ready transfer from one mode of transportation to another, and constructed to enable the attachment of removable bogie or chassis for further transportation.

**Continental United States (CONUS)** – The United States territory comprising the 48 contiguous states and the District of Columbia, including adjacent territorial waters but excluding Alaska and Hawaii.

**Conveyance** – A rail car, trailer or container used to transport a shipment. Any of a number of different vehicles (water TSP, tanker, railcar, tank truck, etc.) used to move petroleum products.

**Department of Transportation's *Emergency Response Guidebook*** -- A guidebook for first responders during the initial phase of a dangerous goods/hazardous materials transportation incident. This is a joint publication of the U. S. DOT, Transport Canada and Mexico Transportation Authority.

**Demurrage** – A charge made on rail cars or vessels (including barges) held by or for a shipper or consignee beyond the allowable free time for loading and unloading, for forwarding directions, or for any other purpose. Charges for demurrage are considered to be in addition to all other lawfully owed transportation charges.

**Destination** – The place to which a shipment is consigned or where the TSP delivers cargo to the consignee or agent.

**Detention** – A charge made on trailers or containers held by or for the benefit of a shipper or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose. Charges for detention are considered to be in addition to all other lawfully owed transportation charges.

**Diversión** – Service offered by a TSP that allows a consignor to divert an en route shipment from its original consignee or port of destination to another, or to change the mode or designated route of a shipment from that shown on the original transportation documentation while the shipment is in-transit.

**Door-to-Door Service** – From shipper's origin to consignee's receiving point.

**Drayage** – A charge for the local transportation of property for a movement that terminates within 30 miles of origin of the shipment.

**eBILL** – Functionality in the currently authorized Third Party Payment System (3PPS) that is used to request a debit (from a shipper to a TSP) or a credit (from a TSP to a shipper). An eBill is most commonly used to reconcile or adjust shipment payment amounts for shipments that have already been approved.

**Electronic Commerce** – The use of electronic means (for example Internet File Transfer Protocol, and web-based pages and forms) for transmitting and receiving requests for offers, rate tenders, or other business information in lieu of creating one or more paper documents.

**Electronic Data Interchange** –The transfer of data by linking computer systems through a communications network.

**Eligible Organizations** – This STOS may be utilized by organizations that are defined by GSA in Appendices A, B, and C of the GSA Order titled: “Eligibility to Use GSA Sources of Supply” ([ADM 4800.2G](#)).

**Emergency** – Any situation that would prevent a shipment from safely reaching its destination, such as undue delay caused by a *force majeure* circumstance. Emergencies include, but are not limited to, accidents, fire, hijacking, theft, civil disturbance, equipment failure, labor strikes, natural disasters, and threatened or real attack.

**Excluded Parties List System** -- This World Wide Web site is provided as a public service by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR § 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. <https://www.epls.gov/>

**Federal Maritime Commission** – provides information for shipping ocean freight and is the licensing authority for ocean vessels, TSPs, brokers and forwarders. <http://www.fmc.gov/>

**Federal Motor Carrier Safety Administration (FMCSA)** -- The primary mission of the Federal Motor Carrier Safety Administration (FMCSA) is to reduce crashes, injuries and fatalities involving large trucks and buses. The FMCSA was established as a separate administration within the U.S. Department of Transportation (DOT) on January 1, 2000, pursuant to the Motor Carrier Safety Improvement Act of 1999. FMCSA is headquartered in Washington, DC and employs more than 1,000 people in all 50 States and the District of Columbia, all dedicated to improving the safety of commercial motor vehicles (CMV) and saving lives.

<http://www.fmcsa.dot.gov/>

**Force Majeure** – Contract provision that exempts parties for non-fulfillment of obligations due to unforeseen and/or unpredictable conditions beyond their control and without fault or negligence of the breaching party. For example, natural disasters, acts of God, public enemy, freight embargoes, or weather.

**Free time** – The period of time during which there is no charge (that is, demurrage) by the TSP to load, stow, and secure the general cargo to the vessel and to unload the general cargo and accompanying material from the barge.

**Freight** – Goods to be shipped. A term used to classify the transportation of goods carried by commercial vessel or vehicle.

**Freight All Kinds (FAK)** – See definition in par. 1.1.4.

**Freight Forwarder (Air)** – Also known as an indirect cargo air TSP. Defined in [14 CFR § 296.3](#) as any U.S. citizen who undertakes to engage indirectly in air transportation of property, and uses for the whole or any part of such transportation the services of an air carrier [TSP] or a foreign air carrier [TSP] that directly engages in the operation of aircraft under a certificate, regulation, order, or permit issued by the Department of Transportation or the Civil Aeronautics Board, or the services of its agent, or of another indirect cargo air carrier [TSP].

**Freight Forwarder (Surface)** – As defined in 49 USC 13102(8); a person holding itself out to the general public (other than as a pipeline, rail, motor, or water TSP) to provide transportation of property for compensation but specifically excludes a person using transportation of an air TSP. See 49 U.S.C § 10102. In general, a surface freight forwarder is a firm, other than a rail, motor, water, or air TSP, or an air freight forwarder, which undertakes all of the following functions: to assemble and consolidate shipments, provide for assembling, consolidating, performing or providing breakbulk, and distributing services. Surface freight forwarders assume responsibility for the transportation of such property from point of receipt to point of destination, and utilize the services of authorized TSPs who possess proper operating authority for the transportation to be provided.

**GSA's Office of Transportation Audits** -- GSA's Transportation Audits Division works to identify and recover Transportation Service Provider (TSP) overcharges and other debts relating to transportation bills paid by agencies around the world. Each year, GSA's Transportation Audits Division detects and recovers millions of dollars in overcharges by:

- Overseeing the implementation and performance of [prepayment audits](#) for transportation services procured anywhere in the world;
- Conducting post-payment audits of transportation bills;
- Providing for the collection of overcharges;
- Adjudicating TSP claims; and
- Handling bankruptcies and litigation, related to TSPs, for the federal agencies.

<http://www.gsa.gov/portal/content/104486> or <http://www.gsa.gov/transaudits>

**Hazardous Material/Substance** – A substance or material determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce. This term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous under the provisions of 49 Code of Federal Regulations, Parts 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in 49 Code of Federal Regulations, Part 173.

**Holidays** – Federally designated holidays, as provided by Title 5 of the U.S. Code: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Columbus Day, Thanksgiving Day, and Christmas Day. Subject to change.

**In Bond** – A shipment that has not cleared U.S. Customs.

**In Transit Visibility** – The ability to track in real time the identity, status, and specific location of shipments of unit and non-unit cargo (excluding bulk petroleum, oils, and lubricants), passengers, medical patients, and personal property from point of origin to the consignee or destination.

**Inadequate Equipment** – TSP equipment that is deemed inadequate to perform transportation services due to its defective condition, or where operation of the equipment fails to meet DOT safety regulations, or equipment whose design or defect lacks proper security features required to properly secured freight, or equipment that has broken, missing or improper seals.

**Intermodal** -- Describes a move involving two or more actual TSPs, using different modes of transport from each other. For example, a sea-freight "door-to-door" shipment may also involve road or rail carriage to and from the port. Although one TSP takes overall responsibility, they are liable only to the extent of the contract's terms and conditions as employed by the TSP who had physical control of the cargo at the time of the loss or damage etc.

**Internal** – Vessel movements (origin and destination) that take place solely on inland waterways. An inland waterway is one geographically located within the boundaries of the contiguous 48 states or within the boundaries of the State of Alaska.

**Late** – Unexcused failure to deliver the shipment by the end of normal operating hours on the Required Delivery Date (RDD).

**Line haul** – Transportation of cargo over TSP routes from point of origin to point of destination, excluding local pick-up, delivery, local drayage, and switching services.

**Loading or Unloading** – The movement of lading past the tailgate of the vehicle including the placement on, or the removal of lading from, a conveyor extending into the vehicle, as well as the stowing, stacking, and breaking out of the lading within such vehicle.

**Motor TSP** – Defined in 49 U.S.C. 13102(4), as a person providing commercial motor vehicle (as defined in section 31132) transportation for compensation.

**Multi-Modal Service** – The term multi-modal service may be used interchangeably with intermodal service.

**National Motor Freight Traffic Association (NMFTA)** -- Provides expertise in freight classification, packaging and transportation codes.

**Negotiated Move** – A consignment of one or more shipments, from one or more shippers, over a period not to exceed one calendar year, moving to one or more consignees, at one or more destinations. Included within this definition are split pickups at origin and destination points and stops in transit to partially load and/or unload.

**No Show** – Failure by a TSP to pick up a shipment on the agreed date and time.

**Nonresponsive** – A TSP's tender that is not in conformance with one or more terms and conditions of this STOS and the RFO is a nonresponsive tender.

**Normal Operating Hours** – Period of time the facility or installation is regularly open for business Monday - Friday to receive and discharge freight.

**OCONUS** – Outside the contiguous United States; OCONUS thus includes Alaska, Hawaii, and all other countries.

**PayPort Express** – The third party web-based payment system in use by the GSA Freight Program. All TSPs are required to participate in PayPort Express. Information can be found at this website <http://www.gsa.gov/portal/content/294209>

**Pallet** – Piece of equipment that facilitates mechanical handling of stacked (palletized) goods for fork-lift trucks. The term also includes pallet sides, platforms, risers, runners, skids, fillers, separators, shrouds, covers, deck boards, metal braces, collapsible shipping bins, racks or used shipping devices, iron or wood or iron and wood combined.

**Property Damage** – Damage caused by a GSA approved TSP or TSP agent to GSA or Agency real property, including rental property, or grounds associated with the property.

**Ramp-to-Ramp Service** – Occurs when an empty vehicle is delivered to the TSP; when a loaded vehicle with billing instructions is delivered to the TSP; or forwarding instructions are given to the TSP with proper billing instructions.

**Redelivery** –When a shipment is tendered for delivery and delivery cannot be accomplished due to the fault of the consignee. Where redelivery is required, the TSP will notify the consignee of the on-hand shipment and arrange for a mutual agreement regarding a redelivery date.

**Required Delivery Date (RDD)** – A date when transported cargo must arrive at its destination and complete offloading.

**Responsive** – A TSP's tender that is in conformance with all terms and conditions of this STOS and the RFO is a responsive tender.

**Routing or Route Order** – An order issued by a routing officer that specifies the mode of transportation and the means within that mode by which a shipment will move.

**Secured Area** – An area to which access is controlled and is under regular, periodic surveillance by security personnel.

**Shipment** – A separately identifiable collection of goods to be carried. A quantity of freight tendered for transportation by one shipper, at one point, one day, on one bill of lading, for delivery to one consignee at one destination.

**Shipment Refusal** – Failure of a TSP to accept or decline a shipment within one hour of offer.

**Shipper** – An agency or vendor that originates shipments responsibilities include planning, assembling, consolidating, documenting, and arranging for the movement of material.

**Standard Carrier Alpha Code (SCAC)** -- The Standard Carrier Alpha Code (SCAC) is a unique two-to-four-letter code used to identify transportation companies. The SCAC is the recognized transportation company identification code used in the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 and United Nations EDIFACT approved electronic data interchange (EDI) transaction sets.

**Subcontractor** – A company or person that agrees to render services or materials necessary for the performance of another contract; one who performs services under contract to a TSP without privity of contract with the Government; a secondary contractor in which the person or company originally hired in turn hires somebody else to do all or part of the work.

**Tariffs** -- A schedule of prices or fixed fees. Any table of charges, as of a railroad, motor carrier, air etc. bill; cost; charge.

**Tenders** -- A formal statement of the price you would charge for doing a job or providing goods or services. Initiating step of a competitive tendering process in which qualified suppliers or contractors are invited to submit sealed bids for construction or for supply of specific and clearly defined goods or services during a specified timeframe.

**Third Party Payment System (3PPS) known as PayPort Express** – 3PPS is an electronic freight transaction tracking and payment system and is mandatory for TSPs conducting business with GSA.

**Through Rate** -- A rate applicable for transportation all the way from point of origin on the BOL to destination on the BOL.

**Tractor** – A mechanically powered unit used to propel or draw a trailer or trailers on the highway.

**Trailer** – A trailer is a reusable shipping conveyance not more than 53 feet in length, outside measurement, constructed for use in transporting commodities via highway, and equipped with permanent wheeled undercarriage, or mounted on a bogie or chassis. Trailer also means a demountable trailer body with wheels or a container mounted on a bogie and equipped with a device for coupling to a tractor for movement.

**Trading Partner Agreement (TPA)** -- An agreement drawn up by two parties that have agreed to trade certain items or information to each other. The agreement outlines the terms of the trade or trading process, such as compensation for the shorted party in an inequitable trade. Trading Partner Agreements are often tailored for electronic transactions.

Trading Partner Agreements may include a list of duties and responsibilities to be allocated to each party in the trade. They could also specify the terms of delivery or receipt of the goods or services. There is no single formal format for this type of agreement, or specific required content for them.

**TransPort Integrator**-- The overriding objectives for the TransPort Integrator are total cost savings for transportation spending for the Federal Government, industry best practices in transportation procurement, execution and visibility and advanced management reporting offered on a highly scalable platform. The Transport Integrator ensures the delivery of user friendly, customer-centric, configurable, policy-compliant, reliable, and secure Federal transportation management service using a contractor-owned, hosted, and operated.

**Transportation Service Provider (TSP)** -- See the definition in Par. 1.1.3.

**Truckload Rates** – Truckload rates or classes are those for which a truckload minimum weight is provided, and charges will be assessed at the truckload minimum weight shown in the TSP tender, except that actual weight will apply when in excess of the truckload minimum weight. Minimum of 20,000 pounds and greater will be considered truckload minimums for shipment planning purposes.

**Vehicle** – A flatbed, converted van, open top or a trailer or container.

**Vessel** – A watercraft or other artificial contrivance that is used, is capable of being used, or is intended to be used, as a means of transportation by water (reference 49 U.S.C. 12103(25)).

### A.3 References and Websites

**18 USC 1001 CRIMES AND CRIMINAL PROCEDURE, Part 1, Crimes, Chapter 47 Fraud and False Statements (41 CFR § 102-117.195.)** -- [http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&FILE=\\$\\$xa\\$\\$busc18.wais&start=1925859&SIZE=10370&TYPE=TEXT](http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&FILE=$$xa$$busc18.wais&start=1925859&SIZE=10370&TYPE=TEXT) Within this section it describes in § 102-117.195 the time limits for filing a claim. Refer to part 102–118 of this chapter for more information and the time limit tables.

**41 CFR § 102-117 Transportation Management** -- Full text can be found at <http://www.archives.gov/federal-register/cfr/subject-title-41.html>

**Transportation Payment and Audit information** can be found in § 102-118 [http://www.gsa.gov/graphics/fas/CFR102thru118\\_R2GXCI\\_0Z5RDZ-i34K-pR.pdf](http://www.gsa.gov/graphics/fas/CFR102thru118_R2GXCI_0Z5RDZ-i34K-pR.pdf)

**Title 49 Code of Federal Regulations (49 CFR). Transportation Regulations** – can be found at this link [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49tab\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49tab_02.tpl)

**Title 49 CFR, Parts 171-180, Carriage by Public Highway** -- contains the regulation for hazardous material shipment on highways. <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=225968fc48bde7eff86b2ddaadd8e2fe&rgn=div5&view=text&node=49:2.1.1.3.1.3&idno=49>

**49 CFR § 175.20** - Compliance and training for HAZMAT air freight can be found at <http://www.gpo.gov/fdsys/search/pagedetails.action;jsessionid=vJdhTwBM42xXpnSprXbqgMJJxFTK4l9DdfB10LXPynptVBQjC2!-1808663362!589863068?st=citation%3A49+CFR+175&granuleId=CFR-2010-title49-vol2-sec175-20&packageId=CFR-2010-title49-vol2>

**49 CFR § Part 1005 Loss or Damage Claims PART 1005—PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND VOLUNTARY DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE** – information can be found here <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=dbe4300b9c28fd0cec618cb6ebc2ff40&rgn=div5&view=text&node=49:8.1.1.1.7&idno=49>

**ADM 4800.2G Eligibility to Use GSA Sources of Supply and Services, Published Feb 2011 by**

**GSA** – explains what organizations are eligible to ship freight under this STOS

[http://www.gsa.gov/graphics/fas/GSAOrder4800.2G\\_FSSUA\\_FINAL\\_2-2-11.pdf](http://www.gsa.gov/graphics/fas/GSAOrder4800.2G_FSSUA_FINAL_2-2-11.pdf)

**Department of Transportation's *Emergency Response Guidebook*** – is a guidebook for first responders during the initial phase of a dangerous goods/hazardous materials transportation incident is Joint publication DOT, Transport Canada and Mexico Transportation Authority.

[http://www.ehso.com/ehsodot.php?URL=http%3A%2F%2Fphmsa.dot.gov/staticfiles/PHMSA/DownloadableFiles/Files/erg2008\\_eng.pdf](http://www.ehso.com/ehsodot.php?URL=http%3A%2F%2Fphmsa.dot.gov/staticfiles/PHMSA/DownloadableFiles/Files/erg2008_eng.pdf)

**Environmental Protect Agency SmartWay Program** -- SmartWay is a public/private collaboration between the USEPA and the freight transportation industry that helps freight shippers, carriers, and logistics companies improve fuel-efficiency and save money.

<http://www.epa.gov/smartway/>

**GSA Freight Library** – The freight library always contains the most recent documents necessary to provide freight services to the Government. <http://www.gsa.gov/portal/content/110716>

**National Motor Freight Traffic Association (NMFTA)** -- NMFTA's mission is to serve as a research and development organization providing the transportation industry with the necessary information to advance and improve their interests and welfare. NMFTA is committed to helping the industry meet the transportation challenges through research, education, and publication of specifications, rules, transportation codes and the preparation and dissemination of studies, reports and analyses.

<http://www.nmfta.org/Pages/welcome.aspx>

**Transportation Security Administration (TSA) Indirect Air Carrier (IAC) Certificate --**

Information on obtaining a TSA IAC Certificate can be found at:

[http://www.tsa.gov/what\\_we\\_do/layers/aircargo/indirect.shtm](http://www.tsa.gov/what_we_do/layers/aircargo/indirect.shtm)

**U.S. Government Freight Transportation Handbook** – provides current rules and information on GBL and CBL terms and conditions

<http://www.gsa.gov/graphics/fas/FreightHandbook2012.pdf>

## APPENDIX B—Forms

This Appendix contains the forms prescribed for use by TSPs and the suggested forms used for operating under the terms and conditions of the GSA Freight Transportation Management Program. It also contains links to these and other forms required by freight TSPs.

URL Linked Forms	
Form	Link
<a href="#">Freight TSP Approval Requirements</a>	
Government Bill of Lading	<a href="#">SF 1103</a>
Government Bill of Lading Correction Notice	<a href="#">SF 1200</a>
Public Voucher for Transportation Charges, SF 1113	<a href="#">SF 1113</a>
Uniform Tender of Rates and/or Charges for Transportation Services	<a href="#">SF 280</a>

Hard Copy Forms		
Form	Alternate Title (if any)	Page
TSP Certification Statement of Eligibility	Transportation Service Provider (TSP) Certification Statement	B-2
General Service Administration Basic Transportation Trading Partner Agreement		B-4
Transportation Service Provider Letter of Intent	Transportation Service Provider (TSP) Agreement To Abide By The Terms And Conditions Of The General Services Administration Standard Tender Of Service (STOS) Transportation Program	B-9
Justification for Use of Foreign Flag Vessel		B-11

## Transportation Service Provider (TSP) Certification Statement

TSP certification of eligibility for the award of contracts for transportation.

**A.** By submitting this rate tender, the TSP certifies that:

Neither the TSP, nor any of its subsidiaries, officers, directors, principal owners, or principal employees is currently on the [GSA Excluded Parties List](#).

Neither the TSP, nor any of its subsidiaries, officers, directors, principal owners, or principal employees is currently suspended, debarred,) or in receipt of a notice of proposed debarment from any Federal agency as a result of a civil judgment or criminal conviction or for any cause from GSA), or has been placed in temporary nonuse status by GSA for the routes covered by this tender as of the date that this rate tender is offered.

The TSP is not a corporation, partnership, sole proprietorship or any other business entity which has been formed or organized following the suspension or debarment of, a subsidiary, officer, director, principal owner, or principal employee thereof (or from such an entity formed after receipt of a notice of proposed debarment).

**B.** The following definitions are applicable to this certification:

A subsidiary is a business entity whose management decisions are influenced by the TSP through legal or equitable ownership of a controlling interest in the firm's stock, assets, or otherwise.

A principal owner is an individual or company which owns a controlling interest in the TSPs stock, or an individual who can control, or substantially influence, the TSPs management, through the ownership interest of family members or close associates.

A principal employee is a person(s) acting in a managerial or supervisory capacity (including consultants and business advisors) who is able to direct, or substantially influence, the TSPs performance of its obligations under its contracts for transportation with the Federal Government.

**C.** The knowledge of the person who executes this certification is not required to exceed the knowledge which that person can reasonably be expected to possess, following inquiry, regarding the suspended or debarred status of the parties defined in (B), above.

**D. THE TSP HAS A CONTINUING OBLIGATION TO INFORM THE GSA OFFICE TO WHICH THIS RATE TENDER IS SUBMITTED OF ANY CHANGE IN CIRCUMSTANCES WHICH RESULTS IN ITS INELIGIBILITY FOR THE RECEIPT OF CONTRACTS FOR TRANSPORTATION.**

**E** An erroneous certification of eligibility or failure to notify the GSA transportation zone office receiving this tender of a change in eligibility, may result in a recommendation for administrative action against the TSP. Additionally, false statements to an agency of the Federal Government are subject to criminal prosecution to 18 USC 1001, as well as civil penalties.

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL

DATE

TSP CONTACT INFORMATION

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**General Service Administration Basic Transportation Trading Partner Agreement**

TSPs applying for approval in the GSA Freight Program must complete this form as directed by the Program Management Office and this STOS.

Note: The term “participant” as used in this document refers to the Transportation Service Provider (TSP).

## General Services Administration

### Basic Transportation Trading Partner Agreement

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Applicability: Check the box below which represents the activity of your firm under this Trading Partner Agreement:

☐ Freight Common Carrier (All paragraphs, except Paragraph 4, of this agreement will apply and are binding.)

☐ Household Goods Common Carrier (All paragraphs, except Paragraphs 3 and 5G, of this agreement will apply and are binding.)

☐ Freight Forwarder (All paragraphs, except Paragraph 4, of this agreement will apply and are binding.)

☐ Household Goods Freight Forwarder (All paragraphs, except Paragraphs 3 and 5G, of this agreement will apply and are binding.)

☐ Freight Broker (All paragraphs, except Paragraphs 4 and 5G, of this agreement will apply and are binding.)

☐ Freight Shipper Agent/Intermodal Marketing Company (All paragraphs, except Paragraphs 4 and 5G, of this agreement will apply and are binding.)

☐ Rate Filing Service Provider (All paragraphs, except Paragraph 5G, of this agreement will apply and are binding.)

#### 3. Freight Reference.

This agreement, in addition to the terms and conditions stated in Paragraph 5, is subject to the terms and conditions of the following documents:

- *GSA Freight Transportation Management Program Standard Tender of Service.*
- *Optional Form 280*
- *GSA Freight Transportation Management Program Request for Offers*

#### 4. Household Goods Reference.

This agreement, in addition to the terms and conditions stated in Paragraph 5, is subject to the terms and conditions of the following documents:

- *GSA Centralized Household Goods Traffic Management Program Tender of Service.*
- *Optional Form 280*
- *GSA Centralized Household Goods Traffic Management Program Request for Offers*

#### 5. Terms and Conditions.

A) GSA will place electronic documents in a publicly accessible website and when warranted in the directory of a confirmed trading partner (trading partner/<SCAC>), hereinafter referred to as *directory*. It will receive documents from confirmed trading partners in each confirmed trading partner's directory via I-FTP. *Receipt by the trading partner is considered to occur when the document is placed in either the public directory or the trading partner's directory, as the case may be.*

## 1. Introduction.

This agreement prescribes the general procedures and policies to be followed when Electronic Commerce (EC) is used for transmitting and receiving requests for offers, rate tenders, or other business information in lieu of creating one or more paper documents normally associated with conducting business with the General Services Administration.

*The General Services Administration (GSA or the agency) will transmit and receive by electronic means (for example, web-based forms, XML, and internet FTP) such transaction sets (documents) as it chooses and as established by the governing tender of service or the request for offers.* These transaction sets will be transmitted to those firms, organizations, agencies, or other entities (trading partners) recognized by GSA that agree to accept such documents and to be bound by the terms and conditions contained in those documents, this agreement, and any applicable tender of service.

## 2. Purpose.

This agreement is to ensure that all EC obligations are legally binding on all trading partners. Further, the use of any electronic equivalent of a standard business document referenced in Paragraphs 3 and 4 will be deemed an acceptable business practice and that no trading partner will challenge the admissibility of the electronic information in evidence, except in circumstances in which an analogous paper document could be challenged. Where participant is used in this agreement it will mean carrier/forwarder as applicable.

G) If a participant uses a broker, shipper agent/Intermodal Marketing Company, or filing service to file its rates with GSA, documents submitted on behalf of the participant will be accepted as though submitted by the participant and GSA. The use of a broker, shipper agent/Intermodal Marketing Company, or filing service does not relieve the participant of any of its rights or obligations under the terms of this agreement, including the maintenance of a valid trading partner agreement with GSA.

## 6. Force Majeure.

None of the parties in this agreement will be liable for failure to properly conduct EC in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If standard business cannot be conducted by EC, GSA will, at its discretion, return to a paper based system.

- B) GSA will bear the costs of maintaining the GSA server and the costs of placing documents issued by GSA in the appropriate directory on the GSA server, and the costs of managing documents put on the GSA server by its trading partners. The agency's trading partners are responsible for all costs associated with getting documents from or putting documents on the GSA server.
- C) When the transmissions are submission or fate tenders, the submitting firm must have first met all applicable approval requirements set out in the applicable, governing Tender of Service.
- D) GSA will be responsible for the accuracy of documents issued by it and placed in the GSA server directory. GSA will not be responsible for errors occurring in documents put on the GSA server, nor will GSA be responsible for errors occurring in documents gotten from the GSA server.
- E) GSA will not be responsible for any damages incurred by a trading partner as a result of missing or delayed transmissions when the problem is not with or caused by GSA or the agency's server.
- F) Any document placed in a directory maintained on the GSA server is to be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction. Likewise, any document from a trading partner put into a directory on the GSA server will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction.

## 8. Agreement Review.

The agreement will be effective on a continuing basis, except as provided in Paragraph 9, below; provided, however, that GSA may from time to time make such changes to the agreement as are necessary, and the trading partner may request review of the agreement at any time.

## 9. Termination.

- A) If GSA terminates a participant's participation in the GSA Freight Transportation Management Program and/or the GSA Centralized Household Goods Traffic Management Program, this agreement will be considered terminated as of the date notice is given to a firm of its participation termination.
- B) If a participant terminated its participation in the GSA Freight Transportation Management Program and/or the GSA Centralized Household Goods Traffic Management Program, this agreement will be considered terminated as of

the date notice of such termination is received by the GSA.

C) Except as provided above, this agreement may be terminated by either GSA or its trading partner, effective 30 days after receipt of written notice by either party. Termination will have no effect on transactions occurring before the effective date of termination.

#### **7. Effective Date.**

The effective date of this agreement will be the latest of the date(s) shown on the signature page of this document.

#### **10. Whole Agreement.**

This agreement and all addenda constitute the entire agreement between the parties. No changes in terms and conditions of this agreement will be effective unless approved and signed by both parties. At the inception of this agreement, Addendum/Addenda (is) (are) not applicable. As the parties develop and implement additional EC capabilities, addenda may be incorporated into this agreement. Each addendum will be signed and dated by both parties. The latest date contained on the signature page will be the effective date of the addenda. The addendum will be appended to this agreement.

Representing the Carrier	Representing the General Services Administration
Name and Signature	Name and Signature
Title	Title
Firm	Firm:
Street Address	Street Address
City, State, Zip	City, State, Zip
Telephone	Telephone
Fax	Fax
Internet E-mail	Internet E-mail
Electronic Commerce Contact	Electronic Commerce Contact
Telephone	Telephone
Fax	Fax
Internet E-mail	Internet E-mail
Date	Date

TRADING PARTNER AGREEMENT NUMBER	
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(To Be Completed by GSA)

**TSP Letter of Intent**

**Transportation Service Provider (TSP) Agreement  
To Abide By The Terms And Conditions Of  
The General Services Administration  
Standard Tender Of Service (STOS)  
Transportation Program**

Please accept our request to participate in the General Services Administration (GSA) STANDARD TENDER OF SERVICE (STOS) Transportation Program.

I certify that I have read and will comply with all the provisions contained in the **GSA STANDARD TENDER OF SERVICE (STOS) EDITION 2, the GSA UNIFORM RULES TARIFF No. 200, and the GSA BASELINE RATE PUBLICATION effective May 28, 2013.** This also includes remitting the Industrial Funding Fee (as specified in the relevant RFO) based on the total transportation charges paid, (excluding the fuel surcharge) to GSA for all shipments subject to these rate offers identified in any/all RFO and its FI, no later than the thirty (30) calendar days upon receipt of payment.

I further certify that the undersigned company has the operating authority and insurance as

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required **by of the GSA GENERAL FREIGHT TENDER OF SERVICE NO. 2.**

COMPANY NAME

---

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE:

ADDRESS

AREA CODE: ( ) TELEPHONE NO:

FAX NUMBER

EMAIL ADDRESS



### **Justification Certificate for Use of Foreign Flag Vessel**

If use of a foreign flag vessel is required to meet Agency shipping requirement for a Freight shipment, the TSP must submit this report as required by this STOS.

**GENERAL SERVICES ADMINISTRATION FREIGHT PROGRAM**  
**JUSTIFICATION CERTIFICATE FOR USE OF FOREIGN FLAG VESSEL**

Date: \_\_\_\_\_

TSP: \_\_\_\_\_

I certify that it (is)(was) necessary to transport the  
shipment of

\_\_\_\_\_

BOL#

\_\_\_\_\_

Between

\_\_\_\_\_

And

\_\_\_\_\_

Enroute from

\_\_\_\_\_

To

\_\_\_\_\_

via the

\_\_\_\_\_

a foreign flag vessel for the following reasons.

\_\_\_\_\_

Explanation (A full explanation is required):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Required Delivery Date: \_\_\_\_\_

Departure Date: \_\_\_\_\_

Arrival Date: \_\_\_\_\_

Cubic Feet: \_\_\_\_\_

Gross Weight: \_\_\_\_\_

Net Weight: \_\_\_\_\_

Freight Charges: \_\_\_\_\_

Per: \_\_\_\_\_

The rate on file with the General Services Administration will be protected under the terms and conditions of the General Services Administration STOS.

---

Signature of Authorized Participant Representative

Date

Title V, GAO Manual - RESPONSIBILITY OF CERTIFYING OFFICER. Certifying officers have the responsibility in the first instance of determining the acceptability of the foregoing certificate which must be attached to bills involving movements by foreign flag vessels prior to the certification of such bills.

Agency: \_\_\_\_\_

Authorizing Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C – Metric Conversions

### U.S. MEASUREMENT TO METRIC MEASUREMENT

#### LENGTH

Symbol	When you Know	Multiply By	To Find	Symbol
in	inches	2.54	centimeters	cm
ft	feet	30.48	centimeters	Cm
ft	feet	0.3048	meters	M
yd	yards	0.9144	meters	M
mi	miles	1.6093	kilometers	Km

#### MASS (weight)

Symbol	When You Know	Multiply By	To Find	Symbol
oz	ounces	28.35	grams	G
lb	pounds	0.4536	kilograms	Kg
t	Short ton (2,000 lb.)	0.9072	Metric ton	T

#### VOLUME

Symbol	When You Know	Multiply By	To Find	Symbol
pt	pints	0.473	liters	L
qt	quarts	0.946	liters	L
gal	gallons	3.785	liters	L

To convert U.S. customary units to metric units, multiply by the conversion factor. To convert metric to U.S. customary units, divide by the conversion factor.

## APPENDIX D – Report Formats

Transportation Service Providers (TSPs) are required to submit monthly reports to GSA based on the number of shipments paid per calendar month. The following table describes the format shown below it.

If there has been no activity for the month, a negative report must be submitted. For negative reports, please write “NA” in the columns

TSP Shipment Report Format Contents	
Column Heading	Description
SCAC	Standard Carrier Alpha Code
DATE PAID BY AGENCY	Date TSP received payment from the customer agency
TMS/NON-TMS	Indicate if the service was booked through the TMS system
BILL OF LADING NUMBER	BOL number generated through TMS or other external unique number
PRO BILL NUMBER	Number TSP used to track shipment
INVOICE NUMBER	Number on invoice submitted to customer agency for shipment payment
AGENCY	Agency for which the service was provided
TOTAL SHIPMENT VALUE	Total amount paid to TSP for the shipment
FUEL SURCHARGE	Total fuel surcharge for the shipment
AMOUNT SUBJECT TO IFF	Total shipment value less the fuel surcharge
IFF DUE	IFF percentage of the amount subject to IFF (see Section 9.2)
DATE IFF PAID	Date payment amount submitted to GSA (please leave blank if payment has not yet been submitted)
DATE OF CK	Date of check
CHECK NUMBER	Number of the check

TSP MONTHLY REPORT - DECEMBER 2011													
SCAC	DATE PAID BY AGENCY	TMS/NON-TMS	BILL OF LADING NUMBER	PRO BILL NUMBER	INVOICE NUMBER	AGENCY	TOTAL SHIPMENT VALUE	FUEL SURCHARGE	AMOUNT SUB-JECT TO IFF	IFF DUE	DATE IFF PAID	DATE OF CK	CK NUMBER
ABCD	12/1/2011	TMSS	12345678910	012345678	14151617	FDA	\$ 723.43	\$ 64.27	\$ 659.16	\$ 39.55	12/23/2011	12/23/2011	7564
ABCD	12/3/201	Non-TMSS	11121314151	91011213	18192021	FEMA	\$ 348.90	\$ 41.17	\$ 307.73	\$ 18.46	12/29/2011	12/29/2011	7569
							\$ 1,072.33	\$ 105.44	\$ 966.89	\$ 58.01			